

August 21, 2018

Mr. Brian Burtner
Prince William County Public Schools
Purchasing Office
Financial Services – Purchasing Room #1500
PO Box 389
Manassas, VA 20108

RE: RFP #R-BB-19002

Dear Mr. Burtner,

Thank you for including Cintas in the Prince William County Public Schools RFP. As you may know, Cintas has had the honor of serving PCWS since 2014. It has been our pleasure to serve the needs of the school district and participate in the district's growth and excellence over that period.

Cintas has proudly been a U.S. Communities vendor since 2012. We have seen exponential growth in this relationship over the years. While that is great for Cintas, the real win has been for the more than 15,000 public agencies that we do business with across the country. Cintas provides both hard and soft cost savings to these public agencies, which over the life of the contract has amounted to millions of dollars.

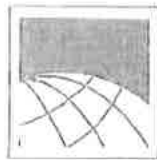
Equally important to the sales and savings generated by the Cintas/U.S. Communities relationship is the creation of jobs, which give back to the cities, counties, states and schools in which we serve.

Please accept our robust RFP response from the more than 40,000 Cintas partners across the country who help support the Cintas/U.S. Communities relationship. These partners from our local plants, distribution centers, sales teams and corporate offices all support the critically important relationship with U.S. Communities.

Best regards,

Craig Jackson
National Director, Strategic Markets - Government
Cintas Corporation
513.673.2831
jacksonc2@cintas.com

Title Sheet



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

REQUEST FOR PROPOSAL

ISSUE DATE: July 17, 2018

RFP #: R-BB-19002

TITLE: FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 23rd, 2018**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. R-BB-19002, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, August 7th, 2018**. Questions may be submitted by fax to (703) 791-8610, or email to Brian Burtner, Buyer (burtneba@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT
DIRECTLY TO:**

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-BB-19002
P.O. Box 389
Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR
EXPRESS COURIER SERVICES SHALL BE
DELIVERED TO:**

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-BB-19002
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ____ Date: ____ Addendum No. ____ Date: ____ Addendum No. ____ Date: ____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.10, in this RFP for additional information.

Proprietary Information Enclosed: ☒ YES ☐ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.12 in this RFP for additional information.

Proposed Exceptions to the RFP: ☒ YES ☐ NO

REQUEST FOR PROPOSALS TITLE PAGE - TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. ☒ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is F1427030. *(The SCC number is NOT your federal tax identification number).* -OR-
2. ☐ Offeror is a sole proprietor and no SCC number is required. -OR-
3. ☐ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
4. ☐ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (*PWCS reserves the right to determine in its sole discretion whether to allow such waiver.*)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: Cintas Corporation 2 [REDACTED]

Mailing Address:

6800 Cintas Blvd

Mason, OH 45040

Phone: [REDACTED]

Email Address: [REDACTED]

Tax Identification (FIN/SSN#): 311703809

Typed/Printed Name: [REDACTED]

Date: August 3, 2018

Remittance Address (If Different):

Fax: ()

Contact Person: [REDACTED]

Signature: [REDACTED]

(Person signing must be authorized to bind the Offeror in contractual matters)

INCLUDE PAGES 1 and 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

Project Methodology / Approach

TAB 2: Project Methodology /Approach

Cintas Value Proposition by Business Line

Each of Cintas' business lines offers a unique advantage focused on our customers that ties back into our goal of getting customers **Ready for the Workday®**.

Uniform Rental

As the largest provider of Uniform Rental garments, Cintas is uniquely positioned to provide all garments listed in the RFP (of which we have provided pricing), as well as other garments that Public Agencies under the U.S. Communities umbrella may also require for their employees.

At the beginning of a uniform program, each full-time employee will be issued 11 pants and 11 shirts, including any combination of short and long-sleeve. Then every week, employees will simply turn in their ready-to-be-laundered garments, so they can be picked up by the Cintas Service Sales Representative (SSR). We handle all the cleaning, repair and maintenance, and there's no up-front investment. Flexible program offerings mean changes can be made - like easily adding or removing employees - as business needs change. Cintas is also able to launder and provide service for other garments, such as coveralls that are not necessarily worn on a weekly basis.

The garments requested for quoting in this RFP are part of Cintas' stock rental program, thus we are well equipped to handle the uniform needs of any U.S. Communities member organization with our existing inventory commitments. Cintas has the financial strength to absorb any additional inventory requirements due to the promulgation of the U.S. Communities relationship through our sales efforts.

Catalog Direct Purchase

Build a competitive advantage for your Public Agency, starting with a professional tone and great first impression. From our best-selling Cintas apparel to other top brands, we offer dependable apparel with the value you expect. With a staff of designers and style consultants ready for custom designs as well as over 400 exceptional workwear products in our Sourcebook and Uniform Book, Cintas is well equipped to service your specific needs.

Cintas' offerings include:

- Easy ordering
- Updated Product line
- Access to many products such as boots, shoes, bags and gloves
- Cintas is the largest provider of direct sale apparel in the United States
- Over 500 Sales Reps serving customers out of 334 Locations
- Decorating Abilities: Direct Embroidery, Screen Imprinting, Reflective Striping, Emblems
- Shoe Mobile Service
- Full-line Fit Sessions
- Cintas offers the most innovative designs to fit every role and every budget, with brands such as The North Face, Carhartt, Wrangler, Under Armour, Timberland and Wolverine

Uniform Leasing

In addition to the basic garment rental program, Cintas can also provide Uniform Leasing programs. In this program, while we will inspect the garments on a weekly basis, the employee is responsible for the laundering. Cintas' inspections will be to determine what, if any, repairs need to be made to the garment as well as any necessary size changes.

Facilities Services

Microfiber Towels/Mops

In keeping with our mission to provide state of the industry solutions, Cintas offers microfiber towels and mops in addition to traditional cotton products. Cintas has also partnered with Rubbermaid Commercial Products™ to create a co-branded line of microfiber wipes and mops, bringing U.S. Communities members best-in-class service combined with industry expertise. The Cintas Microfiber Cleaning System makes the mundane process of cleaning more efficient, safer and easier with our revolutionary products. Cleaning tasks will be completed in a fraction of the time with less effort, saving on labor and resources.

Mat Service

A welcoming entrance, as well as dry floors are important to public agencies and their constituents. Mats capture dirt and liquids as people enter your building, keeping your floors clean, and reducing maintenance costs. Our service ensures the mats continue to capture dirt week after week.

Floor mats are proven to reduce fatigue for employees who spend all day on their feet. Our floor mats can save wear and tear on carpets and floors by reducing the amount of dust and dirt tracked in from the outside.

Cintas also offers a full line of safety mats, anti-fatigue mats, scraper mats, carpeted floor mats, custom logo mats and kitchen mats.

On a weekly basis, a Cintas representative will carefully pick up the dirty mats and replace them with fresh, clean ones. We take care of cleaning and replacements with no inventory investment needed for the public agency.

The Cintas Microfiber Cleaning System

- Custom rental program built to meet your needs
- No upfront inventory investment
- Clean product delivered at a pre-determined frequency
- Soiled linens are laundered in a wash formula that exceeds CDC Healthcare guidelines
- Color-coded microfiber to help prevent cross-contamination

Restroom Supplies Service

Cintas is dedicated to providing U.S. Communities agencies with the following services designed to make sure their locations are appropriately stocked with a variety of essential restroom supplies:

Air freshener service — Dispenser is provided with no upfront cost. Fill with gel or aerosol in a variety of scents.

Hand care service — Hand soaps range from heavy-duty cleansers for stubborn industrial dirt to gentle antimicrobial soaps for everyday use.

Paper/tissue service — Hands-free dispensers limit the spread of germs, and two-ply, absorbent hand towels meet both ADA and HACCP guidelines.

Urinal/commode service — Urinal screens are a low-cost alternative to inline cleaning and autodrip systems.

Automated flushing system — Can be installed on any urinal or commode, eliminates cross-contamination and odors, and meets ADA requirements.

Cintas provides these products in a service model where we are responsible for the monitoring and replenishment of all levels to the satisfaction of the client, freeing the U.S. Communities agency employees to focus on other core responsibilities.

Cleaning Chemical Dispensing Service

With Cintas' signature service model, Signet Cleaning Chemical Service, U.S. Communities agencies will always have cleaning chemicals in stock without having to carry inventory, saving both time and money.

Optimize Cleaning Performance

This simple and easy-to-use system dispenses properly diluted cleaning chemicals at the touch of a button. Plus, the system offers a wide range of industry-leading products to meet your specific cleaning needs.

Save Time, Space and Costs

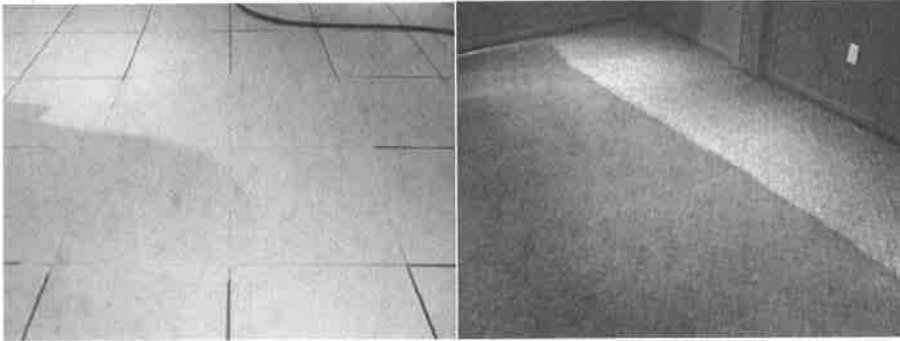
The patented dispenser, along with regular service visits, eliminates the need to store product on-site, take inventory or even place orders. Member organizations will save time and effort — and eliminate waste from manual mixing.

Be Environmentally Friendly and Employee Safe

The cleaning chemicals meet Green Seal certification requirements, which reduces solid waste like packaging and plastic bottles. Plus, proper use of the system prevents employee exposure to concentrated chemicals.

Deep Clean

Cintas offers its signature Deep Clean service to the participating public agencies of U.S. Communities. Cintas' Deep Clean services are considered the best in the industry. As a result of the technology used and the unique four (4) step process, Cintas can provide an unparalleled cleaning result. Please see the before and after pictures below:



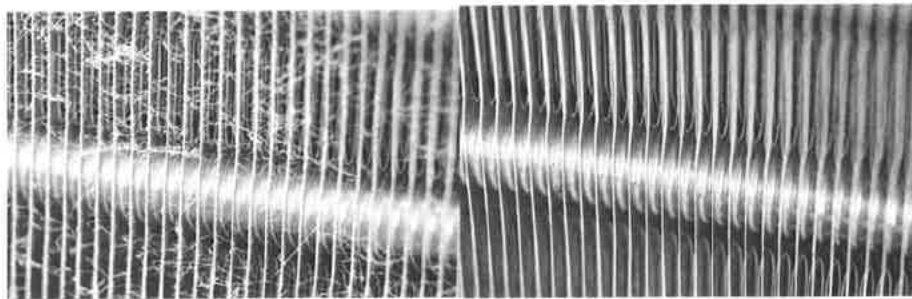
In addition to Tile and Carpet cleaning surfaces, Cintas' Deep Clean service includes other flooring surfaces such as VCT and concrete.

Coil Cleaning

Cintas' Coil Cleaning service combines energy saving technology with the service you trust. Our state-of-the-art coil cleaning process uses proprietary equipment and chemicals based on 20 years of industry experience. Cintas brings a national presence with highly trained partners that specialize in PTAC and VTAC coil cleaning.

Before:

After:



Sanis Ultra Clean

Much like the Cintas tile and carpet cleaning service, Sanis Ultra Clean is a deep clean service that cleans and disinfects restrooms to create a baseline level of cleanliness. Sanis Ultra Clean allows our clients the opportunity to retain this baseline with daily cleaning until we return. On a weekly or bi-weekly basis, a Cintas service representative will sanitize your restrooms. Every urinal, commode, sink and even the floor is treated with Sanis Ultra Clean, followed by a fresh water rinse. Water is vacuumed away along with all bacteria and soil, allowing floors to dry quickly. All fixtures are blown dry so the restroom is ready for immediate use.

First Aid & Safety

Cintas is the #1 First Aid supplier in North America with nearly 500,000 cabinets in the market. Managing first aid and safety supplies is critical but it can also be time-consuming; however, preparing for minor injuries and managing personal protection equipment inventory doesn't have to be a major headache. Cintas First Aid & Safety takes care of details, providing the service needed to be sure products selected are always stocked. That means public agencies can turn their attention back to business.

First Aid Supplies

A fully-stocked first aid cabinet starts with quality products delivered on a regular schedule by our Cintas First Aid and CPR-certified professional. Public agencies can custom-fill their first aid cabinet with a wide selection of bandages, gauze, antiseptics and ointments, pain and illness tablets, burn care and much more. It's crucial to prepping public agencies for employee injury and illness.

Safety Supplies and PPE

Our Safety supplies and Personal Protective equipment can assist in protecting employees from head to toe. From hard hats and ear plugs to safety glasses and gloves, Cintas can help keep the PPE selected by public agencies organized, inventoried and available with products from leading manufacturers as well as our own private label.

AEDs and Emergency

There may be only one chance to change the outcome in a heart-related emergency. Prepare for the unexpected with help from our emergency services. Our family of AEDs are available with a service program that includes medical direction, installation, training and regular on-site service.

AED Service Program

Seconds matter when a heart goes into sudden cardiac arrest. A prompt response can mean the difference between life and death. That's why Cintas created the AED service program. In just three easy steps, your business is prepared.

1. Program Planning: Choose your AED devices, how many and where to place them.
 - ReviveR View®
 - ZOLL® AED Plus
2. Program Launch: A Cintas professional will install your AEDs and provide a demonstration. Cintas also offers training for AEDs.

Installation:

- Cabinet
- Prep and response kit
- Extra pads
- V-sign

Training, choose from online and classroom options:

- CPR/AED certification
- First aid and BBP

3. Program Management:
 - Regular, on-going service
 - Medical direction
 - Registration with EMS
 - Post-event support
 - Software upgrades

Training and Compliance Courses

Keep public agency employees' safety preparedness up-to-date by choosing from a variety of training solutions. You can mix and match any combination of more than 350 classes, with on-site, online and DVD courses — including access to our online safety management tool — to meet training needs. Training courses cover topics such as First Aid/CPR/AED, fire extinguisher, forklift and more.

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of gloves and personal protective equipment from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the protective or flame-resistant qualities of the items or with respect to the fitness or suitability of the items for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Fire Protection

By performing routine testing, inspection and maintenance of fire protection equipment, Cintas Fire Service Professionals help keep facilities prepared and equipment ready. In addition, federal and state law generally requires regular inspection. With cutting-edge technology, detailed processes and trained technicians, Cintas can help streamline public agencies fire protection efforts while delivering industry-leading value.

Cintas Fire Protection's extensive services include regular maintenance, test, and inspection:

Portable Fire Extinguishers

State and federal regulations generally require regular inspection and maintenance of a facilities fire extinguishers. Cintas has the trained technicians and detailed process to help public agencies stay prepared.

- Monthly inspection
- Annual maintenance
- Internal maintenance/hydrostatic test and recharge

Exit and Emergency Lighting

This routine service helps maintain the shelf-life of batteries and bulbs, and is generally required by various state and federal regulations. Cintas takes care of facilities required inspections so public agencies can be more confident in their backup lighting the next time main power fails.

- Visual inspection
- Monthly 30-second functional test
- Annual 90-minute functional test (where applicable)
- Battery load test

Fire Alarm Inspection and Monitoring

State and federal regulations generally require frequent inspection, and more importantly, these tests and inspections can help detect small issues before they have a chance to cause big problems. Our trained technicians will assist with required inspections and deliver a variety of additional resources.

- Visual inspection
- Semi-annual and annual alarm inspection
- Fire alarm sensitivity testing
- Regular alarm monitoring communication

Fire Sprinkler, Special Hazard and Kitchen Suppression

Routine test and inspection can help public agencies feel confident their suppression systems are prepared for a fire emergency. Our trained technicians will assist with required inspections and deliver a variety of additional resources.

- Visual inspection
- Quarterly, semi-annual and annual inspection
- Internal maintenance, obstruction investigation and hydrostatic test

Experience of the Offeror and the Project Team

Tab #3 Experience of Offeror and the Project Team

Cintas is the premier service provider in North America and we are the largest company in our industry. We are a market leader with an excellent reputation and some very important things that we consider strength are:

Our Culture
Our Solutions

Our Culture

Since 1929, a key to our success has been a culture that encourages meaningful, respectful relationships between our company and our employee-partners and the commitment to always do what's right. This spirit of teamwork, camaraderie and trust is the cornerstone of our culture, and our team's passion for our customers is what sets us apart.

Fortune magazine listed Cintas among America's "Most Admired" companies for fifteen consecutive years. We share that information only to provide 3rd party reference to the fact that Cintas is different from our competition and we are proud of that recognition. It further illustrates our ability to bring consistent high level value to our customers.

Our Solutions

The focus and the markets we serve have continued to evolve over the years, from our legacy business of uniform rental to being a leader in the uniform industry as a whole. Cintas has also grown in other service markets including; Promotional Products, Direct Purchase, Facility Services (Mats, Restroom Cleaning/Ultra Clean and Tile & Carpet), and First Aid, Safety and Fire Services. Coupled with our uniform business, these businesses deliver complimentary and unique solutions to our customers:

- Brand Integrity & Consistency
- Improving Employee Morale
- Enhancing Customer Satisfaction
- Customer Loyalty
- Compliance & Regulatory Management
- Leveraged Spend
- Program Flexibility

The industries that we serve encompass government, education, food service, lodging, hospitality and healthcare. All of these industries share common buying motives and require a strong integrated partner to deliver value.

Cintas is able to deliver additional value on a number of different fronts to our customers. Our solutions help companies solve many different challenges that they face each day:

- Customer Reporting & Analytics
- Investing in integrated infrastructure elements –onsite personnel
- On-line web stores,
- Integration into legacy procurement systems to streamline buying process/admin costs
- Inventory Management
- Dedicated Account Management

Our job as a business partner is to drive value for our customers, both directly and indirectly as their business needs dictate.

The US Communities team at Cintas has several decades of experience with the company, its core values and mission. As the acknowledged leader in the industry, Cintas is the market leader in many of the opportunities listed in the Statement of Needs. While the Cintas brand is most noted in the Garment Rental space, Cintas is recognized all over the world for its capabilities in the Direct Purchase of uniform. In the public space, Cintas has many relationships with City, Counties and States in the Direct Purchase business. [REDACTED]

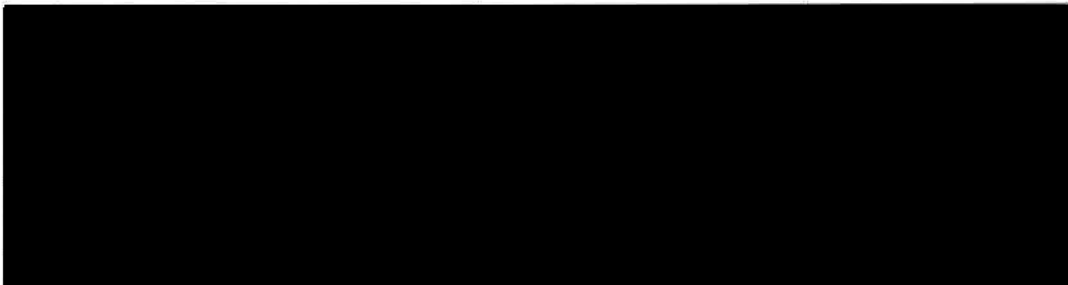
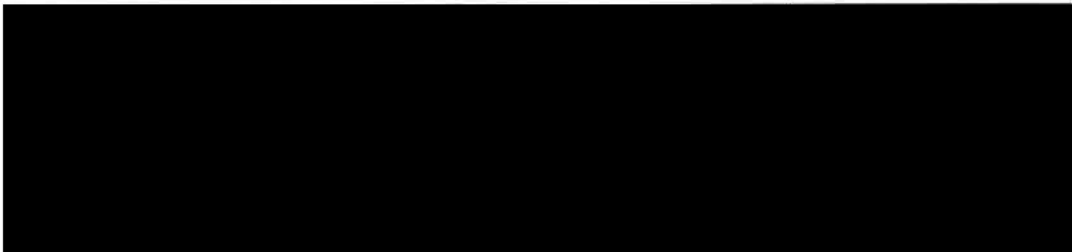
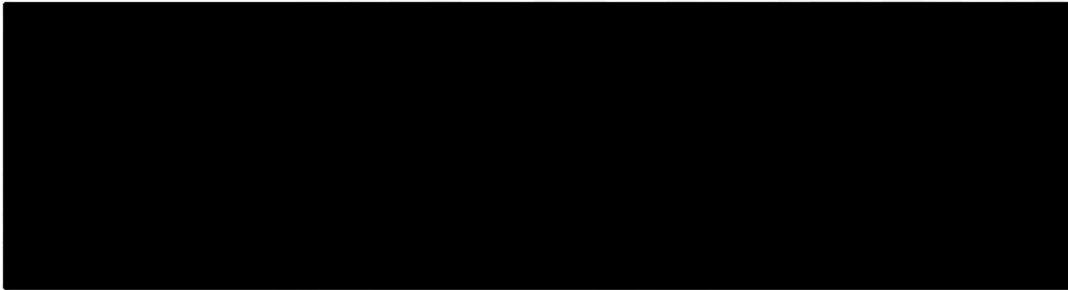
Our First Aid and Safety business is the largest van-delivered operation of its kind. Through focus and execution, our US Communities First Aid and Safety business, which includes First Aid Cabinets, AED's and Training has grown to over [REDACTED] Fire Protection and Deep Clean are known as national leaders in the markets they occupy. All totaled those business total [REDACTED]

This relationship is managed by a team of individuals who not only know the public sector, but have managed the US Communities relationship since its inception. The core commitments of US Communities are ingrained in the culture and management style at Cintas. Included in this document are the bios of the project team that lead the US Communities relationship and will drive the performance of Cintas relative to the needs and specific requirements of this RFP.

References

Solicitation # R-BB-19002
CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation
3. **REFERENCES:** Offerors shall provide the listing of at least (5) references for which the company has provide specified goods/services of the same or greater scope within the past three (3) years.



Solicitation # R-BB-19002
CONTRACTOR DATA SHEET



Proposed Costs

RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS

DISCOUNT BY PRODUCT CATEGORY

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Uniform Rental			
2	Uniform Leasing			
3	Uniform Purchase			
4	Shoe Purchase			
5	Mat/Mop Rental			
6	Mat/Mop Leasing			
7	Mat/Mop Purchase			
8	Restroom Supplies			
9	Restroom Services			
10	Deep Cleaning Services			
11	First Aid/Safety Supplies			
12	AEDs			
13	Fire Protection Services			
14	Promotional Products			
15	Miscellaneous			
16	Other			
Additional Discounts Offered				
1	Volume Discount			
2	Ecommerce Rebate			
3	Sole Vendor Discount			
4	Other			



Item Number	Male	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for weekly lease (no cleaning)	Price for weekly rental (with cleaning)	Cintas Account Pricing (rental)	Savings from National Account Book	L/R Charge	Make/Model or quoted (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly Cotton								
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly Cotton								
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton								
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton								
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton								
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton								
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton								
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton								
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton								
10	Cintas	340	EA	Cotton Work Pants 100% Cotton								
11	Cintas	394	EA	Jean Pant 100% Cotton								
12	Cintas	82670	EA	Chief Coat 65/35 Poly Cotton								
13	Cintas	71135	EA	Elastic Waist Chief Pants w Drawstring 65/35 Poly Cotton								
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton								
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton								
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly								
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfibre Poly								
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)								
19	Cintas	395	EA	Womens Fit Comfort Work Pant								
20	Cintas	259	EA	Pro-Knit Polo Shirt Moisture Wicking 100% Poly								
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% poly								
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton								
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton								
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton								
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton								
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly								
27	Carnhart	384	EA	Carnhart Shirt 100% Cotton								
28	Carnhart	381	EA	Carnhart 5 Pocket Jeans 100% Cotton								
29	Carnhart	382	EA	Carnhart Carpenter Jeans 100% Cotton								
30	Carnhart	383	EA	Carnhart Work Pants 100% Cotton								
31	Carnhart	280	EA	Flame Resistant Jean								
32	Carnhart	290	EA	Flame Resistant Carpenter Jean								
33	Carnhart	294	EA	Flume Resistant Work Shirt								
34	Carnhart	371	EA	Flume Resistant Work Pant								
35	Carnhart	391	EA	Flame Resistant Coverall								
36	Happay Chef	8841	EA	Food Service Polo Shirt S-XL								
37	Happay Chef	517	EA	Food Service, Chef Coat XS-XL								
38	Happay Chef	67627	EA	Food Service V-Neck Apron One Size								
39	Happay Chef	317	EA	Food Service, Female Chef Coat, XS-XL								
40	Happay Chef	48488	EA	Food Service, Chef Hat, Student Beret								
41	Happay Chef	100446	EA	Food Service Skull Cap, Flat Top								
42	Cintas	10196	EA	3x5 Traffic Mat								
43	Cintas	1801	EA	2x3 Spring Mat								
44	Cintas	1802	EA	3x5 Spring Mat								
45	Cintas	84302	EA	3x5 Safety Mat								
46	Cintas	84301	EA	3x5 Logo Mat								
47	Cintas	6913	EA	2x2 Synth Wet Mop								
48	Cintas	9542	EA	Pulse Mop								
49	Cintas	9541	EA	Dual Chamber Mop Bucket								
50												

Item Number	Male	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for weekly lease (no cleaning)	Price for weekly rental (with cleaning)	Cintas Account Pricing (rental)	Savings from National Account Book	L/R Charge	Make/Model of quoted (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton								
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly Cotton								
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton								
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton								
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton								
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton								
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton								
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton								
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton								
10	Cintas	340	EA	Cotton Work Pants 100% Cotton								
11	Cintas	394	EA	Jeans Pant 100% Cotton								
12	Cintas	82670	EA	Chief Coat 65/35 Poly Cotton								
13	Cintas	71135	EA	Elastic Waist Chief Pants w Drawstring 65/35 Poly Cotton								
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton								
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton								
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly								
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly								
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)								
19	Cintas	395	EA	Womens Fit Comfort Work Pant								
20	Cintas	259	EA	Pro-Knit Polo Shirt Moisture Wicking 100% Poly								
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% poly								
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton								
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton								
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton								
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton								
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly								
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton								
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton								
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton								
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton								
31	Carhartt	280	EA	Flame Resistant Jean								
32	Carhartt	290	EA	Flame Resistant Carpenter Jean								
33	Carhartt	294	EA	Flume Resistant Work Shirt								
34	Carhartt	371	EA	Flume Resistant Work Pant								
35	Carhartt	391	EA	Flume Resistant Coverall								
36	Hoppy Chef	8841	EA	Food Service Polo Shirt S-XL								
37	Hoppy Chef	517	EA	Food Service, Chef Coat XS-XL								
38	Hoppy Chef	67627	EA	Food Service, V-Neck Apron One Size								
39	Hoppy Chef	317	EA	Food Service, Female Chef Coat, XS-XL								
40	Hoppy Chef	48489	EA	Food Service, Chef Hat, Student Beret								
41	Hoppy Chef	100446	EA	Food Service Skull Cap, Flat Top								
42	Cintas	10196	EA	3x5 Traffic Mat								
43	Cintas	1801	EA	2x3 Spring Mat								
44	Cintas	1802	EA	3x5 Spring Mat								
45	Cintas	84302	EA	3x5 Safety Mat								
46	Cintas	84301	EA	3x5 Logo Mat								
47	Cintas	6913	EA	2x2 Synth Wet Mop								
48	Cintas	9542	EA	Pulse Mop								
49	Cintas	9541	EA	Dual Chamber Mop Bucket								
50	Cintas	7116	EA	12" Microfiber Mop Head								
51	Cintas	7001	EA	36" Microfiber Mop Head								
52	Cintas	7245	EA	Microfiber Mop Handle								
53	Cintas	9914	EA	Heavy Duty Soap Scrub Service - 1000ml								
54	Cintas	9313	EA	Morturizing Soap Refill - 1000ml								
55	Cintas	9332	EA	Antibacterial Gel Soap Service - 1000ml								

Nationwide Usage					Proposed Price/Equipment			
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton				
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton				
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton				
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton				
6	Cintas	270	EA	Comfort WorkCargo Pant 65/35 Poly/Cotton				
7	Cintas	370	EA	Comfort WorkCargo Short 65/35 Poly/Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	340	EA	Cotton Work Pant 100% Cotton				
11	Cintas	394	EA	Jean Pant 100% Cotton				
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only				
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton				
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton				
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Pol				
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micr				
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slit				
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly				
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only				
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only				
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only				
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only				
31	Carhartt	280	EA	Carhartt FR Jean Rental Only				
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only				
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only				
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only				
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only				
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL				
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL				
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size				
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL				
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)				
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago				

RFP #R-88-19002 - FACILITIES MAINTENANCE SOLUTIONS

NATIONAL MARKET BASKET

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF SAFETY PRODUCTS PURCHASED NATIONWIDE.

THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT CATEGORY. DO NOT INCLUDE

ANY ADDITIONAL CHARGES IN THESE PRICES.

Annual Nationwide Usage						Proposed Price/Equipment Details			
Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount	Unit Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	CINTAS	280020	LENS/SCREEN PADS	EA	100				
2	CINTAS	163050	BURN RELIEF PACKET/ 6	BAG	6 packets				
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2				
4	CINTAS	119260	ALLERGY RELIEF TABLET	BOX	2/1Dent blister paks				
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs				
6	CINTAS	573772	DAYQUIL SEVERE SMALL	BAG	5 packets				
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets				
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets				
9	CINTAS	112039	COLD RELIEF MAX/STR	BOX	40 packets				
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes				
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets				
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets				
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers				
14	CINTAS	51030	HAND SANITIZER SMALL	BAG	10 packets				
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles				
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs				
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets				
18	CINTAS	102640	BIOFREEZE MUSCLE RLF	BAG	5 packets				
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets				
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages				
21	CINTAS	164010	COOL&SOOTHE 6/BOX	BOX	6 packets				
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets				
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages				
24	CINTAS	44269	ELASTIC STRIP MEDIUM	BOX	50 bandages				
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets				
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials				
27	CINTAS	100019	TRIPLE ANTIBIOTIC OINT	BOX	20 packets				
28	CINTAS	112029	COLD RELIEF MAX/STR	BAG	25 packets				
29	CINTAS	44429	LARGE PATCH 2"x3",	BOX	15 bandages				



Item

Description

Comment

Qty

US Price

California
Price

USC Pricing
(from PDF)

% Savings
from US Price

Services:

SC	Service Charge per stop	Per stop.	ea
	Portable Extinguisher Annual Maintenance Inspection		
	Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea

Unit Test, Recharge and Repair Parts:

NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor;	ea
NSDC5	5# Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable Inspection (IN) Price	ea
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea
EEPIN	Pull Pin	Per unit.	ea

New Extinguishers:

5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea

Emergency Light Parts and Services:

INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea



Item		Description	Inspection & Parts		Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
INKS	Kitchen System Inspection - single or first tank			Per system.		ea				
INKST	Kitchen System Inspection - remote or additional tank			Per additional tank.		ea				
EELINK	Fusable Link			Per unit.		ea				



<u>Item</u>	<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>US Price</u>	<u>California Price</u>	<u>USC Price</u>	<u>% Savings from US Price</u>
		<u>Inspection & Parts</u>					
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea				
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea				
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea				
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea				
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea				



<u>Item</u>		<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>US Price</u>	<u>California Price</u>	<u>USC Pricing</u>	<u>% Savings from US Price</u>
		<u>Inspection & Parts</u>						
INFA		Annual Fire Alarm System Inspection	Per panel.	ea				
INFAID		Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.	ea				
INFADD		Duct Detectors	Per unit.	ea				

ITEM	Unit	US Price	CA Price	USC Price	% Savings from US Price
Labor - Regular	ea				
Labor - Overtime	ea				
Labor - Weekend/Holiday	ea				
Emergency Service Call	ea				

ADDITIONAL CHARGES
PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY.
PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.
Potential Additional Charges
Comments
Truck Charge
Set-up Charge to Move Truck, Floor Change Charge per Floor, Furniture Moving Charge per Hour, Spotting Price per Hour
Mileage Charge Minimum Stop Charge Cancellation Charge Gum Removal Wax or Sealant Removal
Embroidery Charge Other

Deep Clean

Garment Rental

Set Up Charge	Anyone we have to use the truck to clean a customer		Minimum Stop Charge	
Truck Movement Charge	Anyone we have to move the truck during a service		Lockers	
Floor Change Charge per Floor	Anytime/all times we have to change floors during a service		Make Up Waived on initial installation and for the first 30 days of service	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		Emblem-Waived on initial installation and for the first 30 days of service	
Spotting Price per Hour	Used if we are asked to spot only during a service		Name Tag	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		Size Premium-Price Per Garment	
Minimum Stop Charge	Minimum amount we have to invoice to service the account			
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour			
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service			

ATTACHMENT A

PROPOSED PRICING

Offerors shall submit proposed costs for all the products being offered that they are capable of providing. All proposed costs shall be in the form of discount from list/catalog price.

Prices should be based on the estimated quantity stated on page 6 of the RFP. Requirements not resulting in an order in the quantities described as "estimated," shall not constitute the basis for an equitable price adjustment.

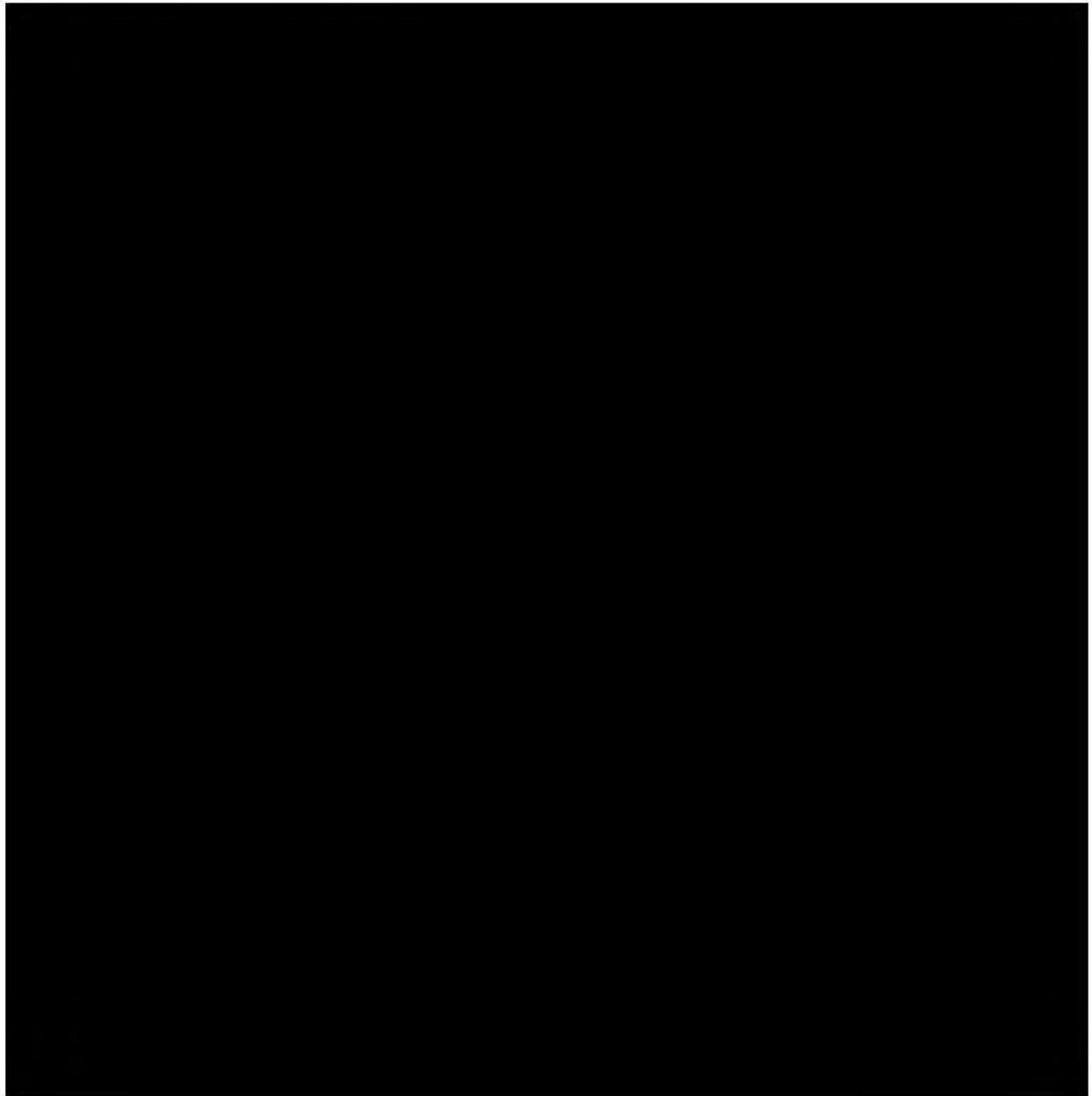
Proposers should complete all sheets in the Pricing Attachment workbook. These include:

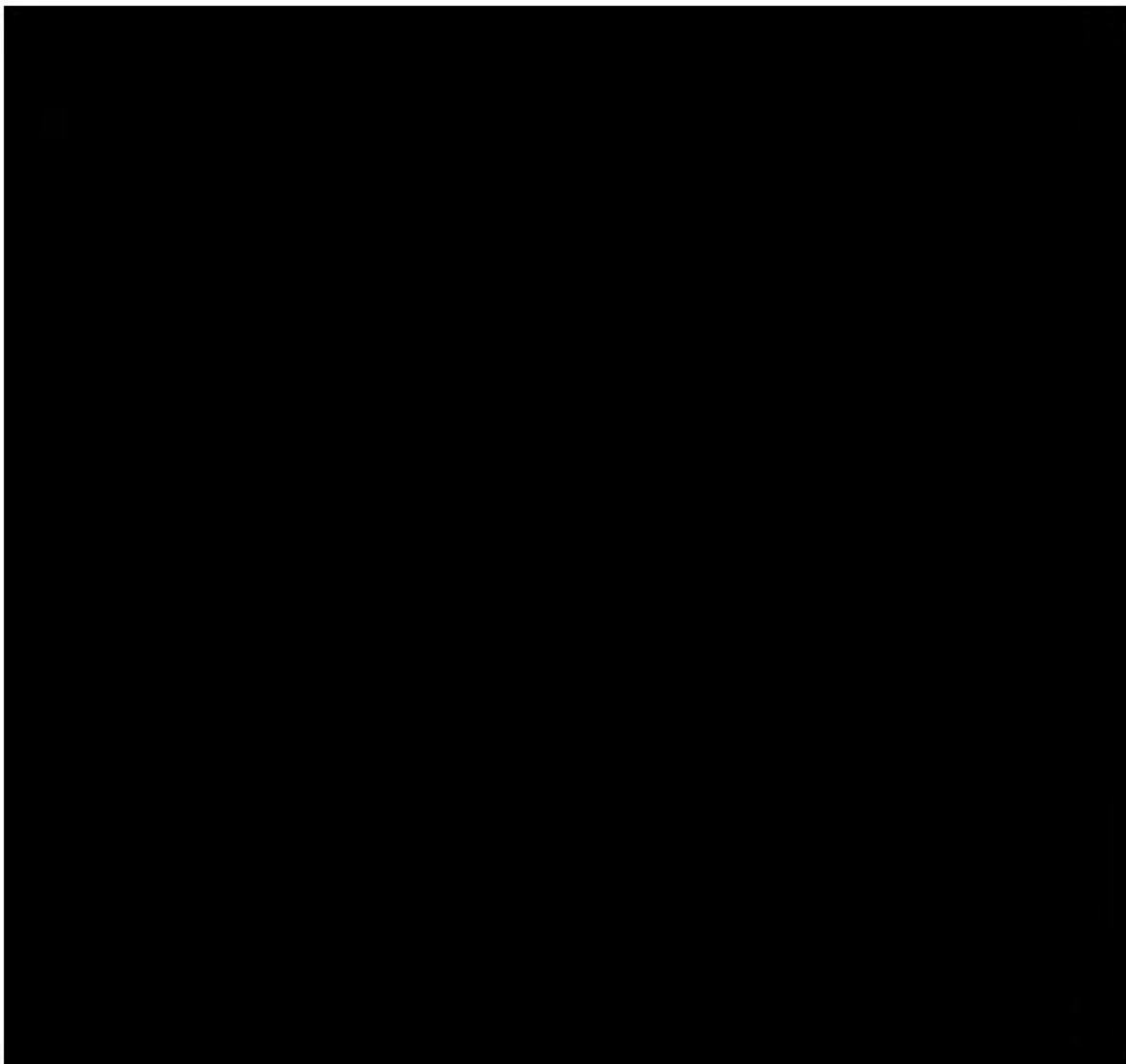
1. Market Basket- Rental: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
2. Market Basket- Purchase: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
3. Market Basket- Safety: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
4. Discount by Category: Note, additional categories may be added as needed. Proposers should, also, indicate any other incentives/discounts they offer to Participating Public Agencies.
5. Additional Charges: Proposers should list any additional charges that will be applied to Participating Public Agencies.
6. Proposer will accept PWCS Procurement Card for payment: Yes ☒, No ☐

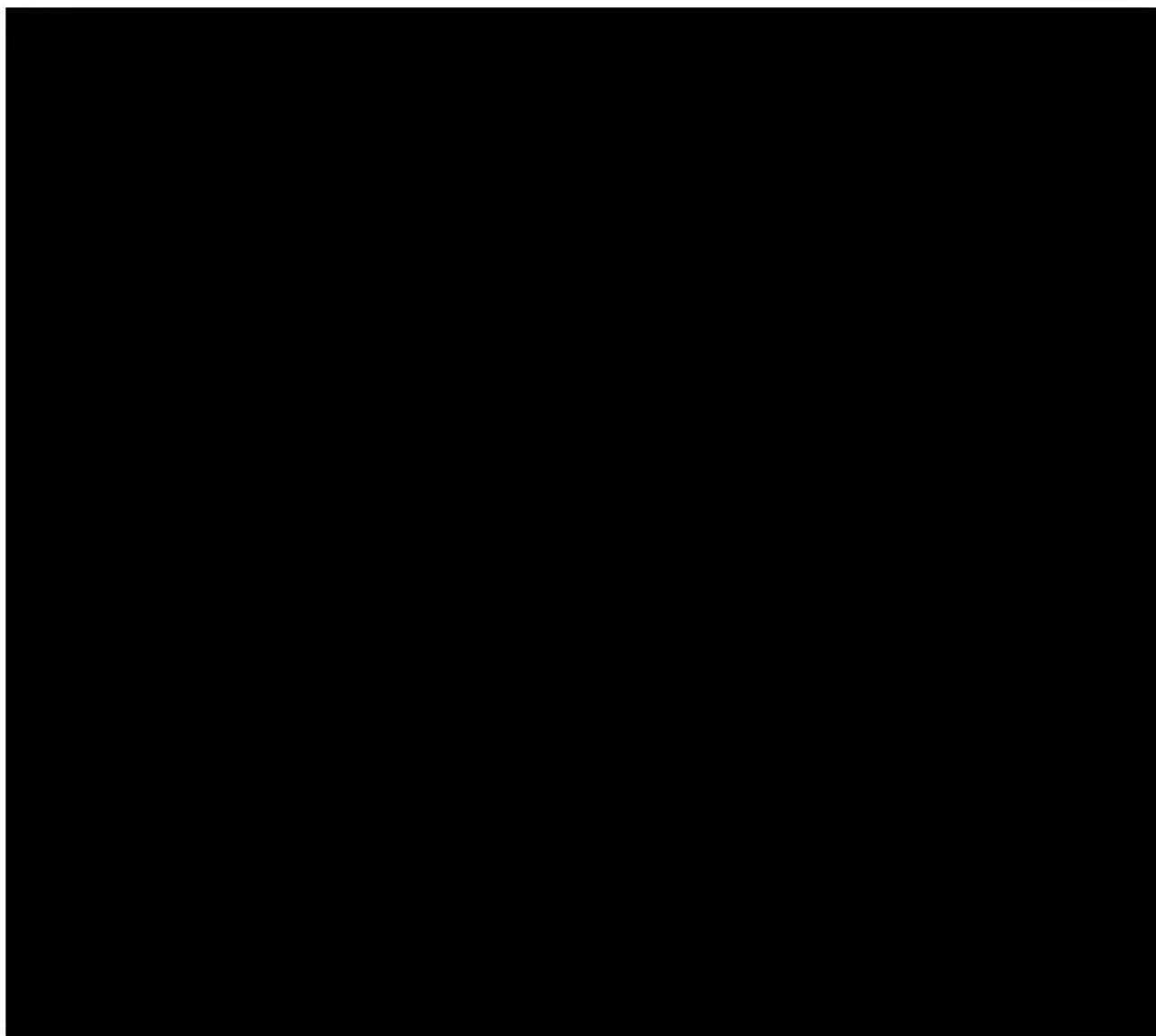
Proprietary Information

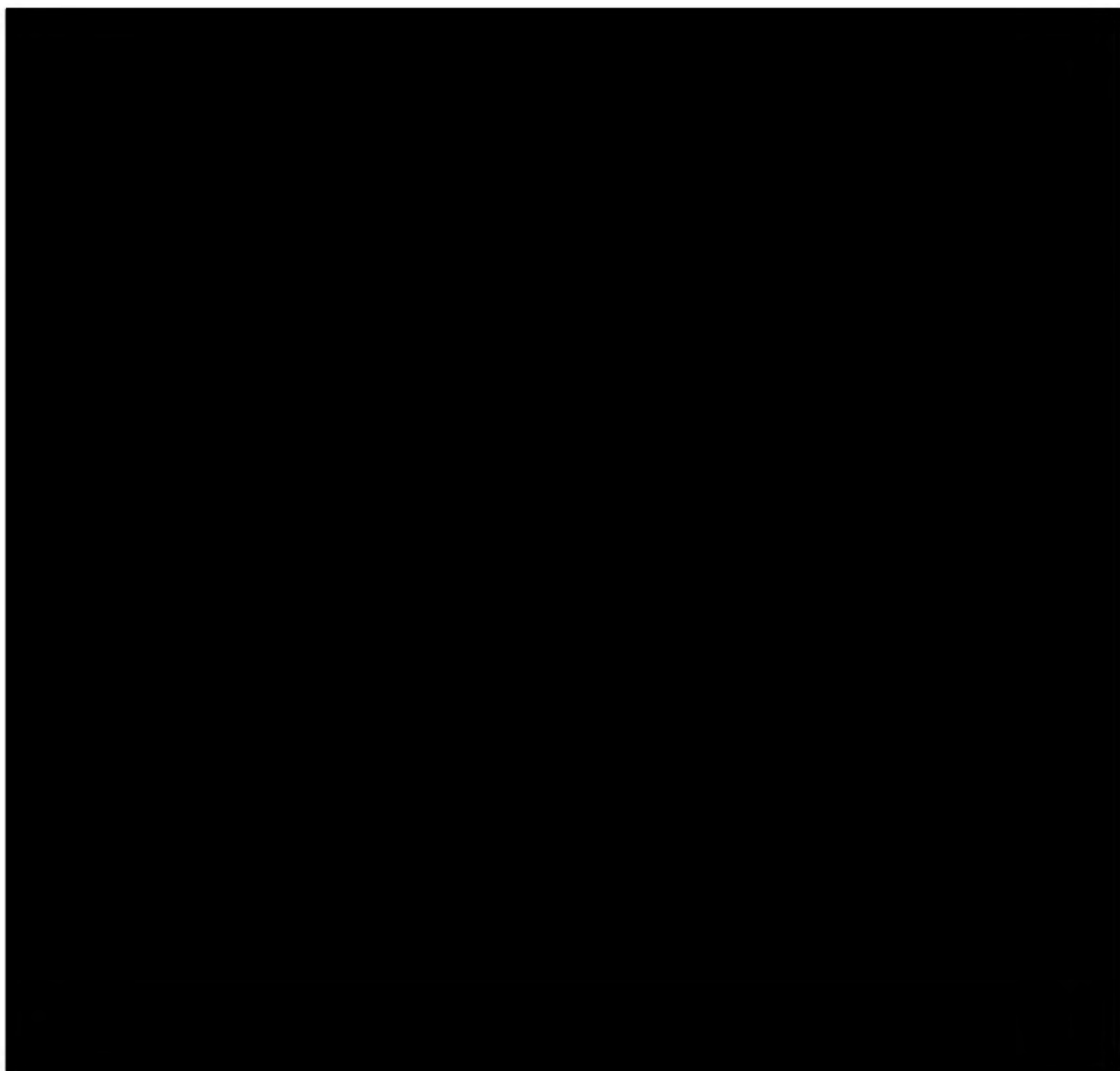
****TRADE SECRETS & PROPRIETARY INFORMATION****

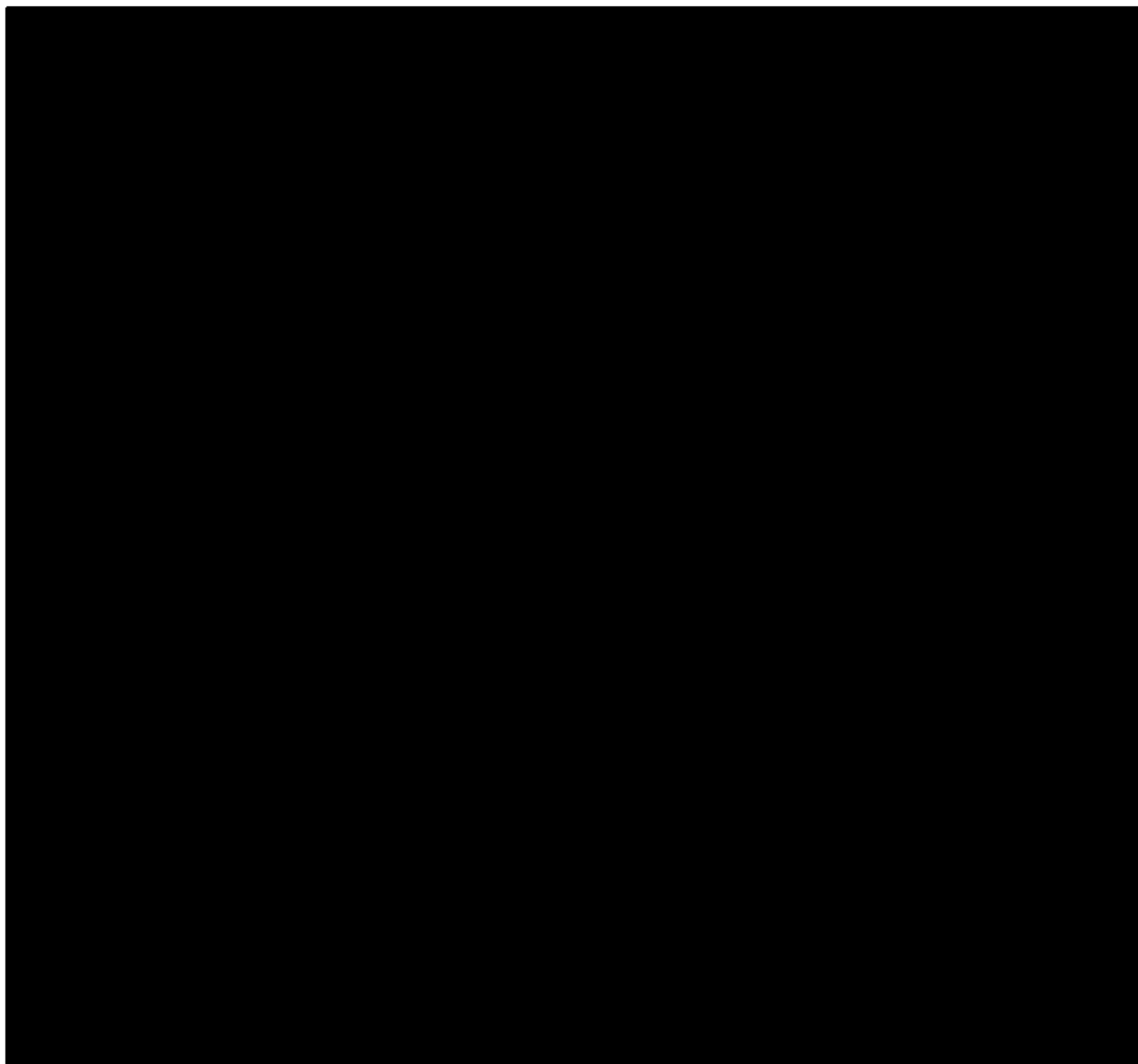
The following information is proprietary to Cintas's Overarching Business Strategy and cannot be shared publicly. These documents include financial information, marketing plans, sales force distribution, proprietary product and service innovations and specific segment strategies including contact information for our Sales teams dedicated to this segment. It also includes our business and resourcing strategy that must be preserved.

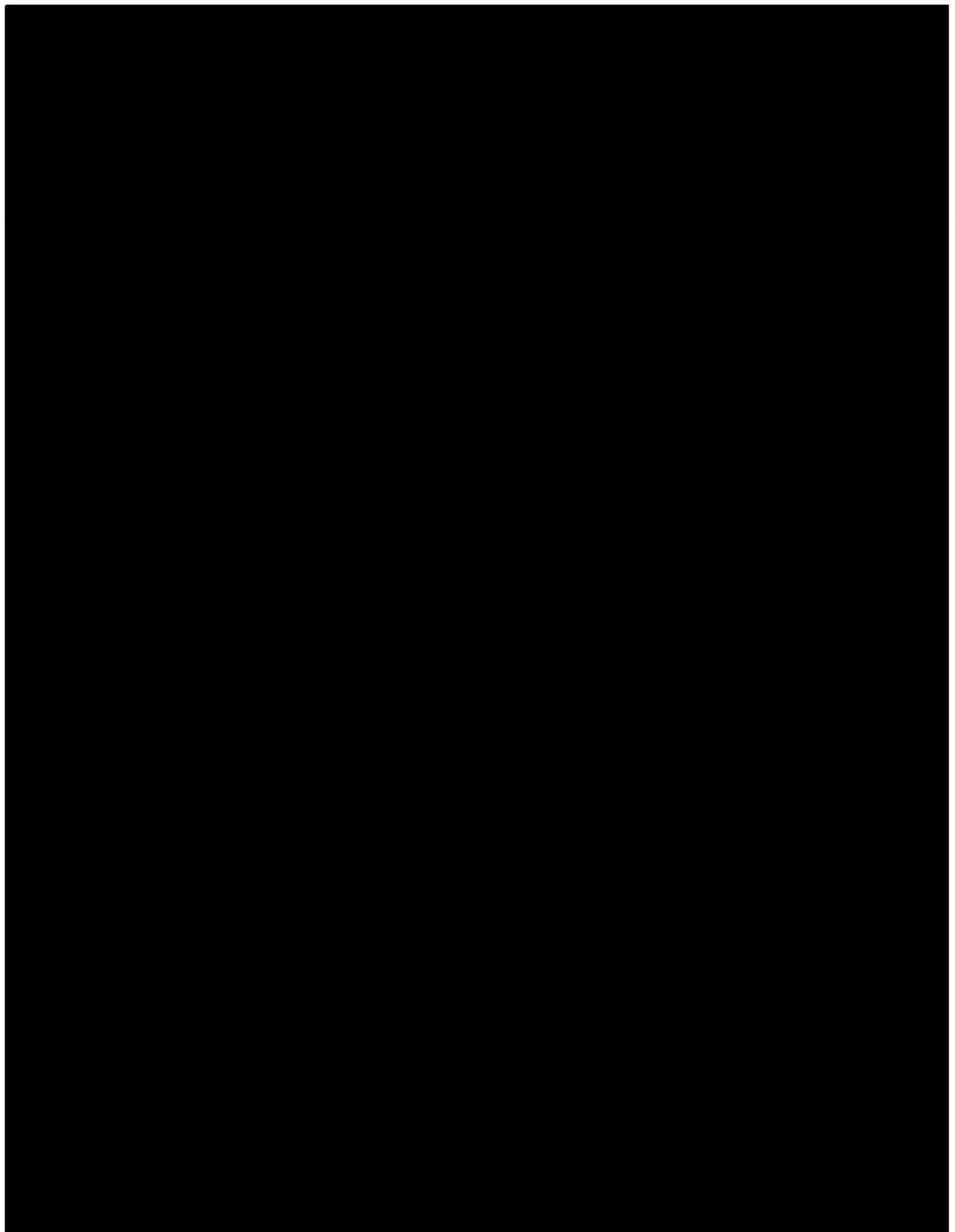




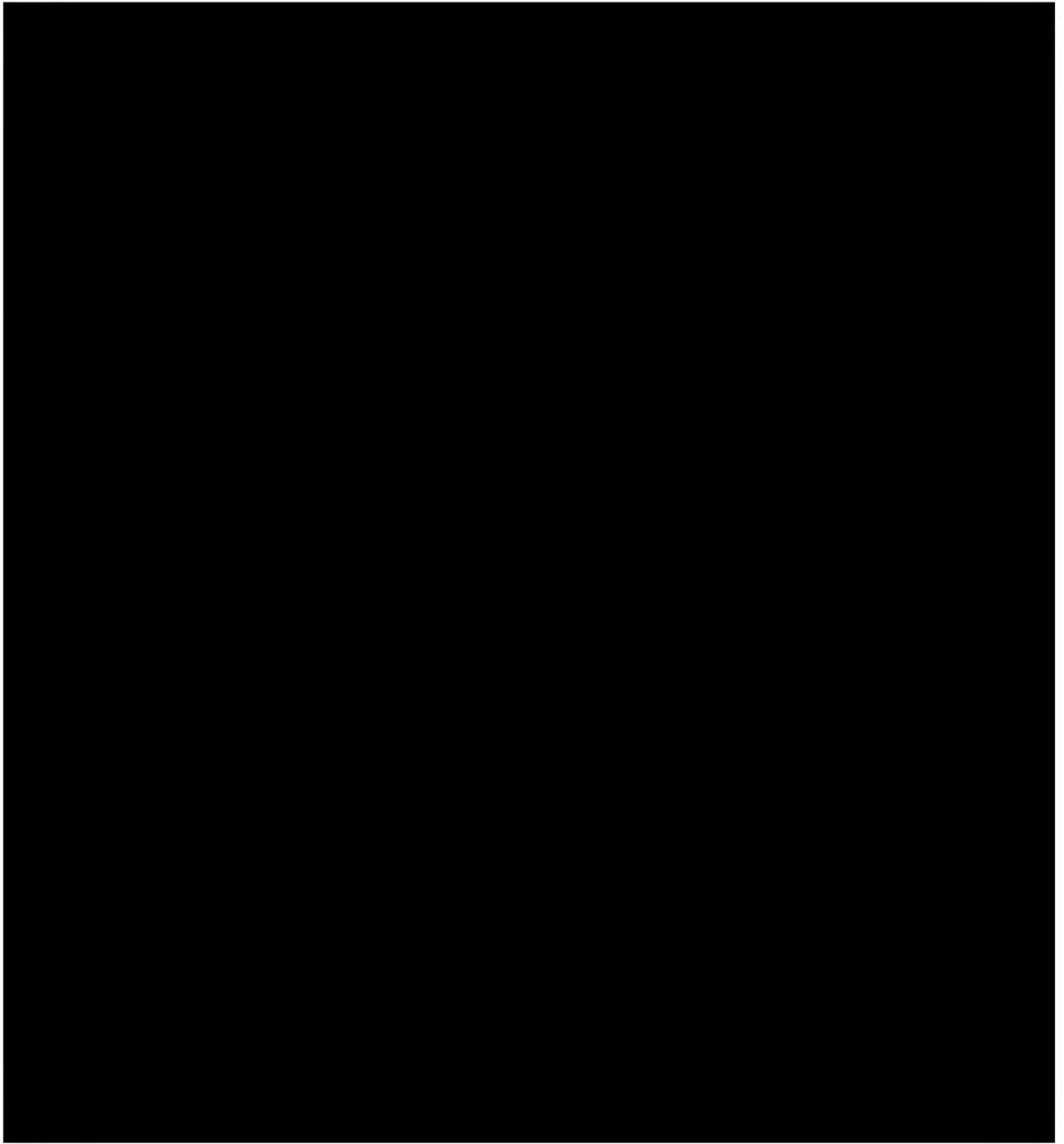


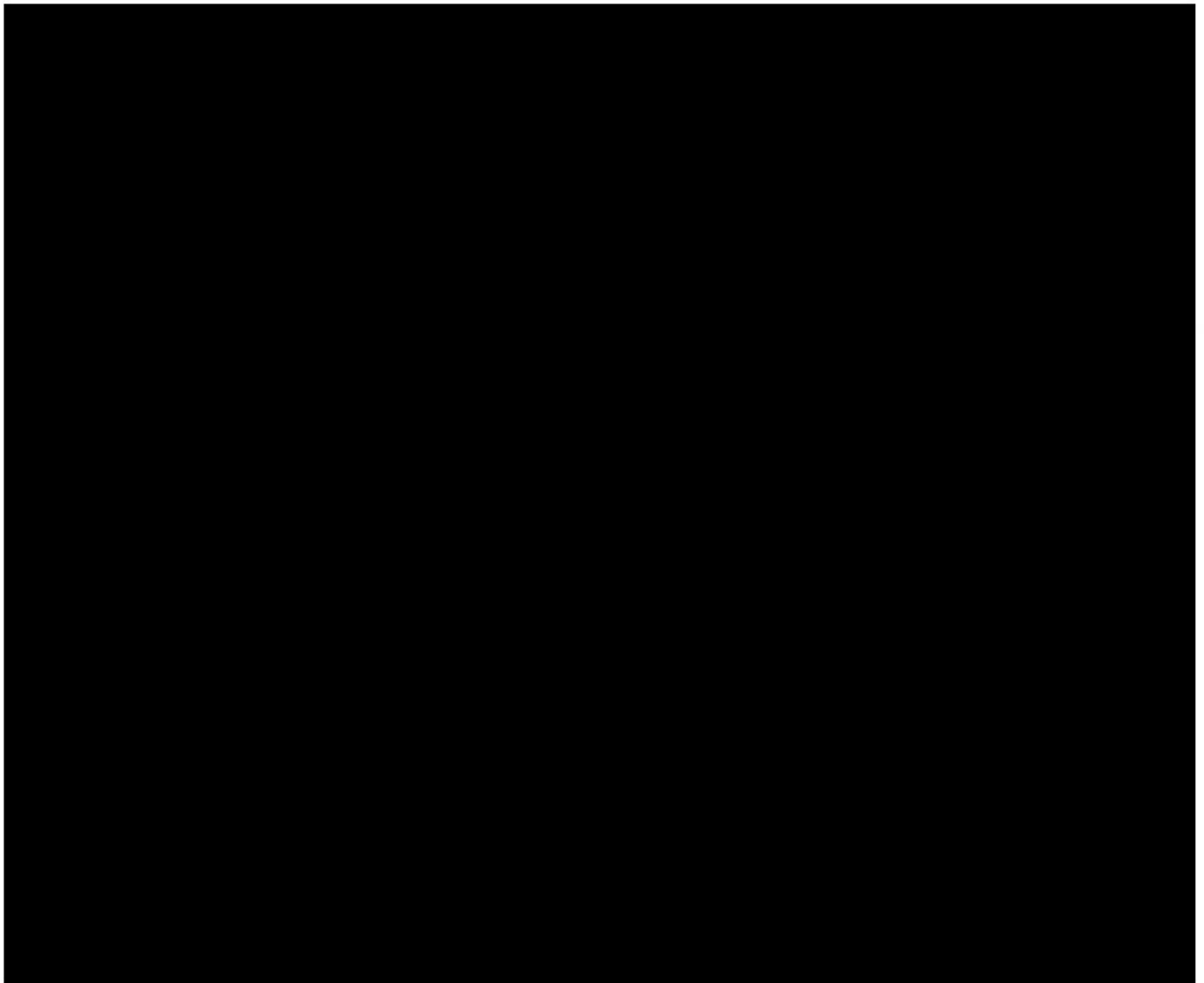


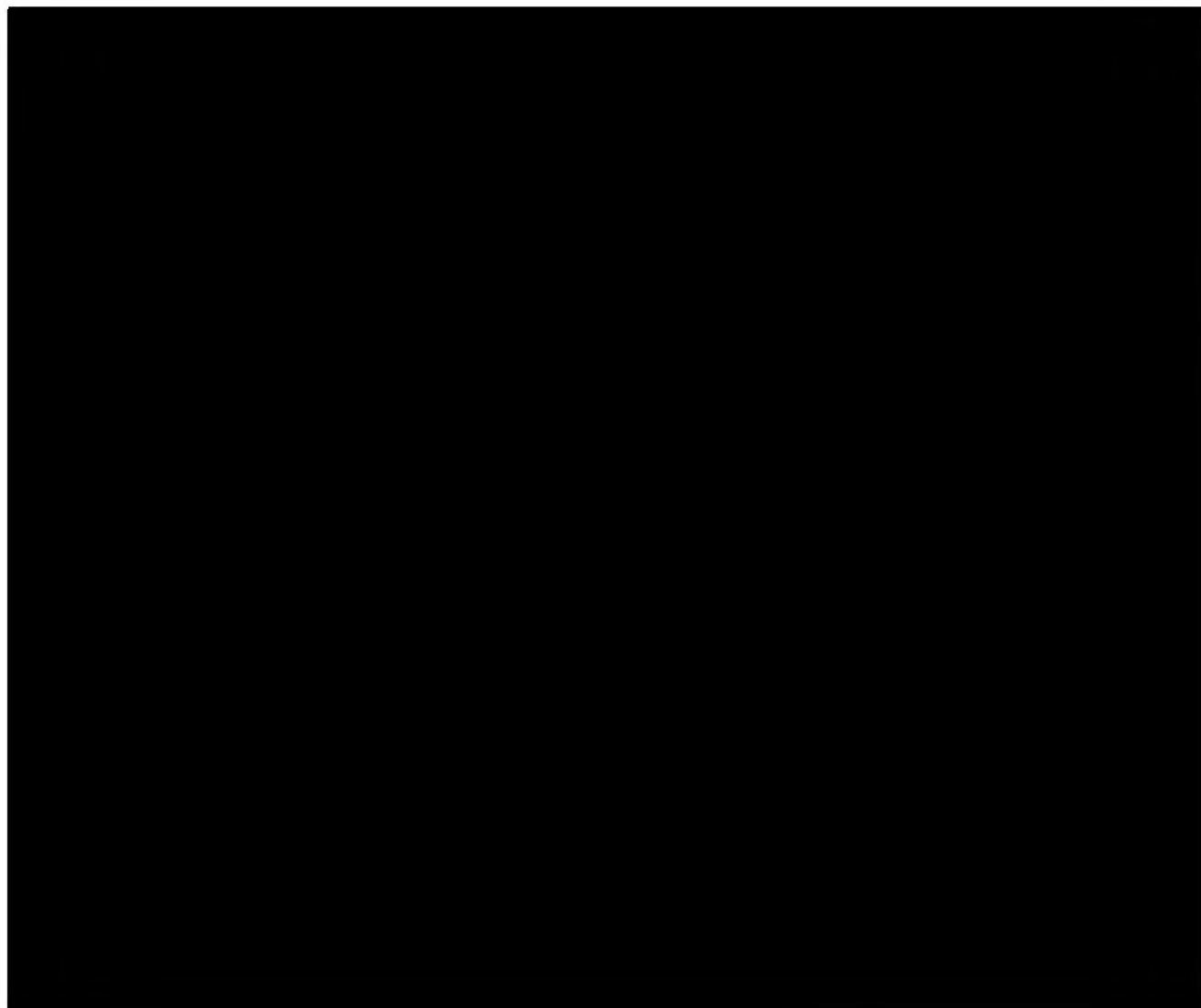










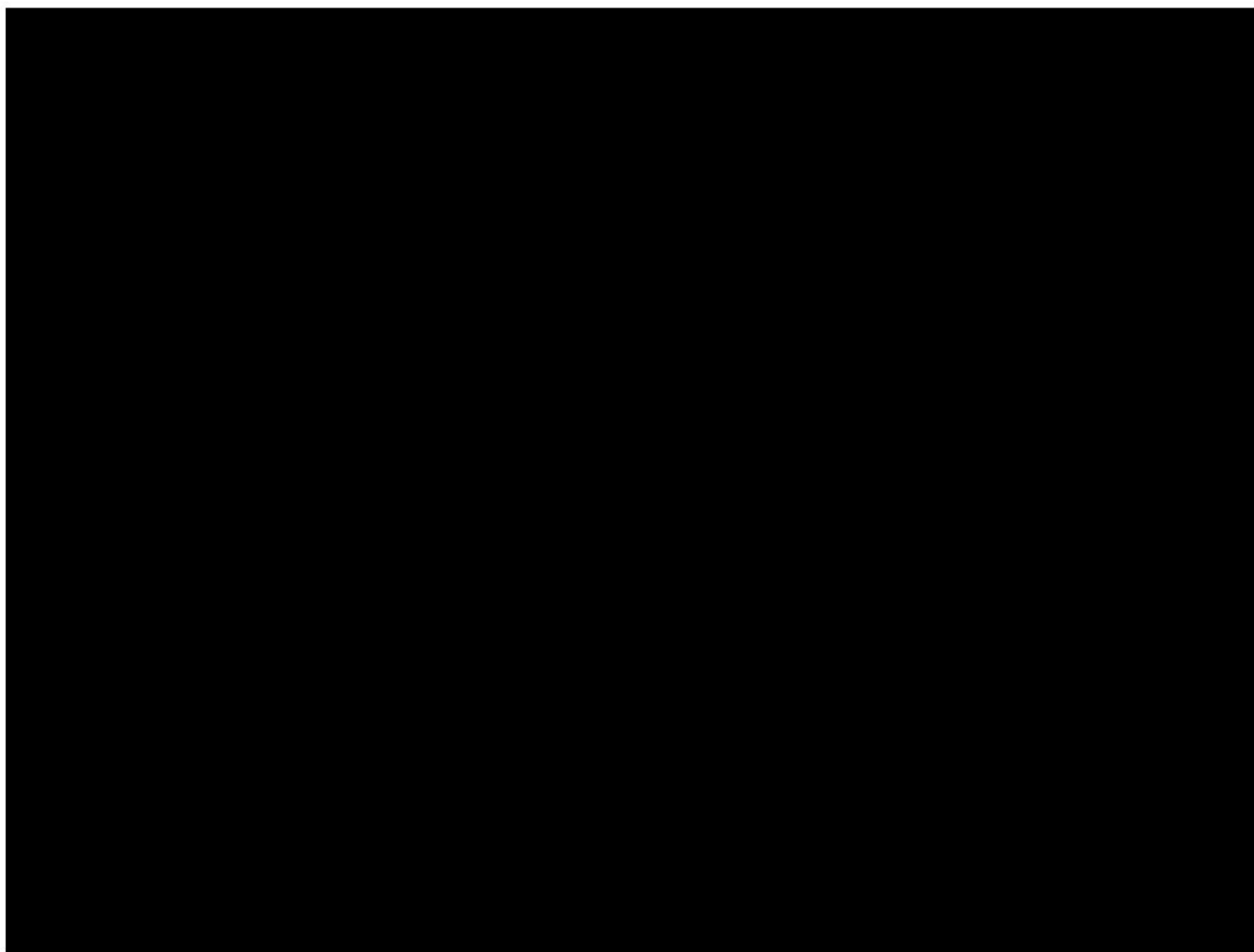


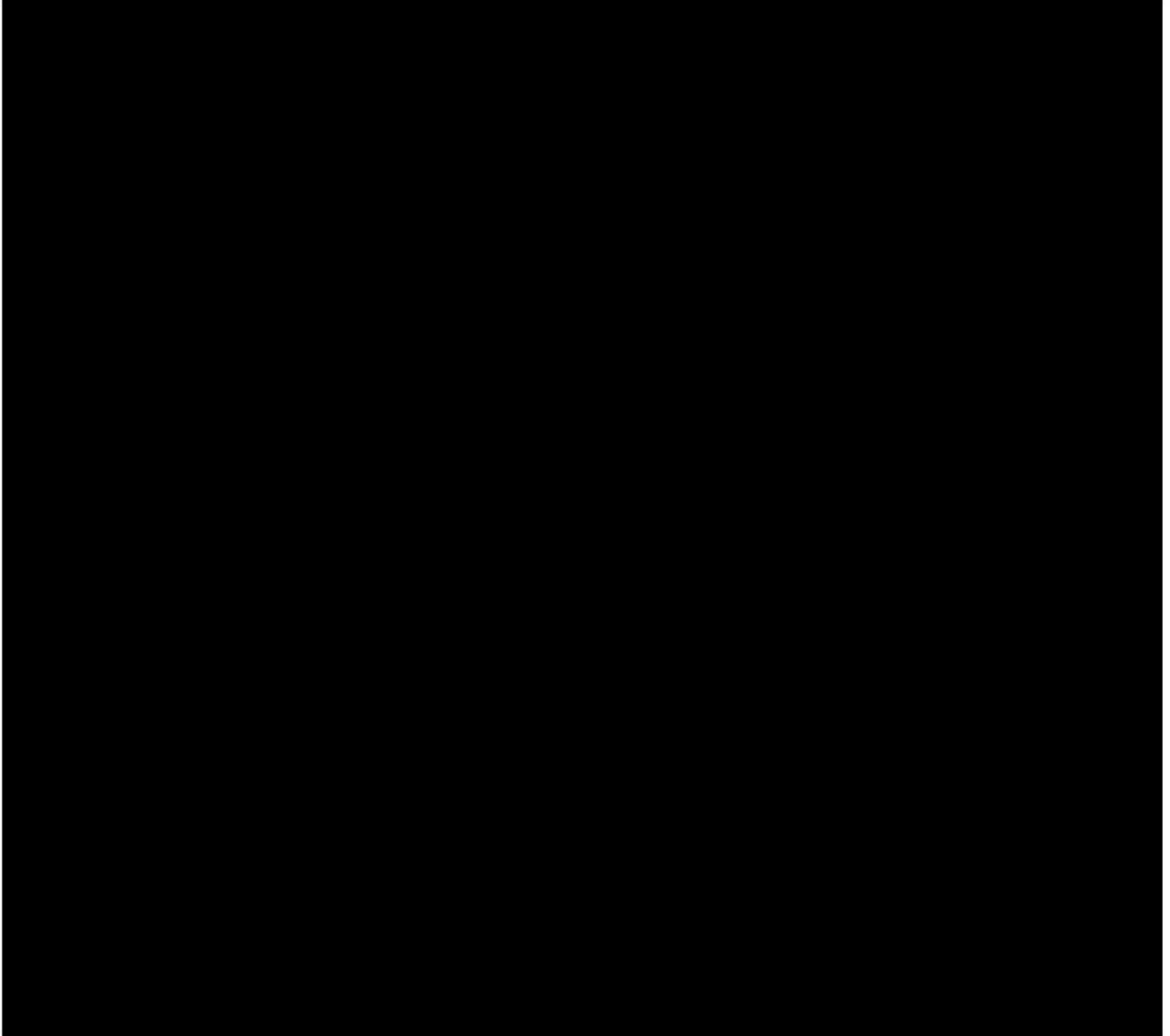


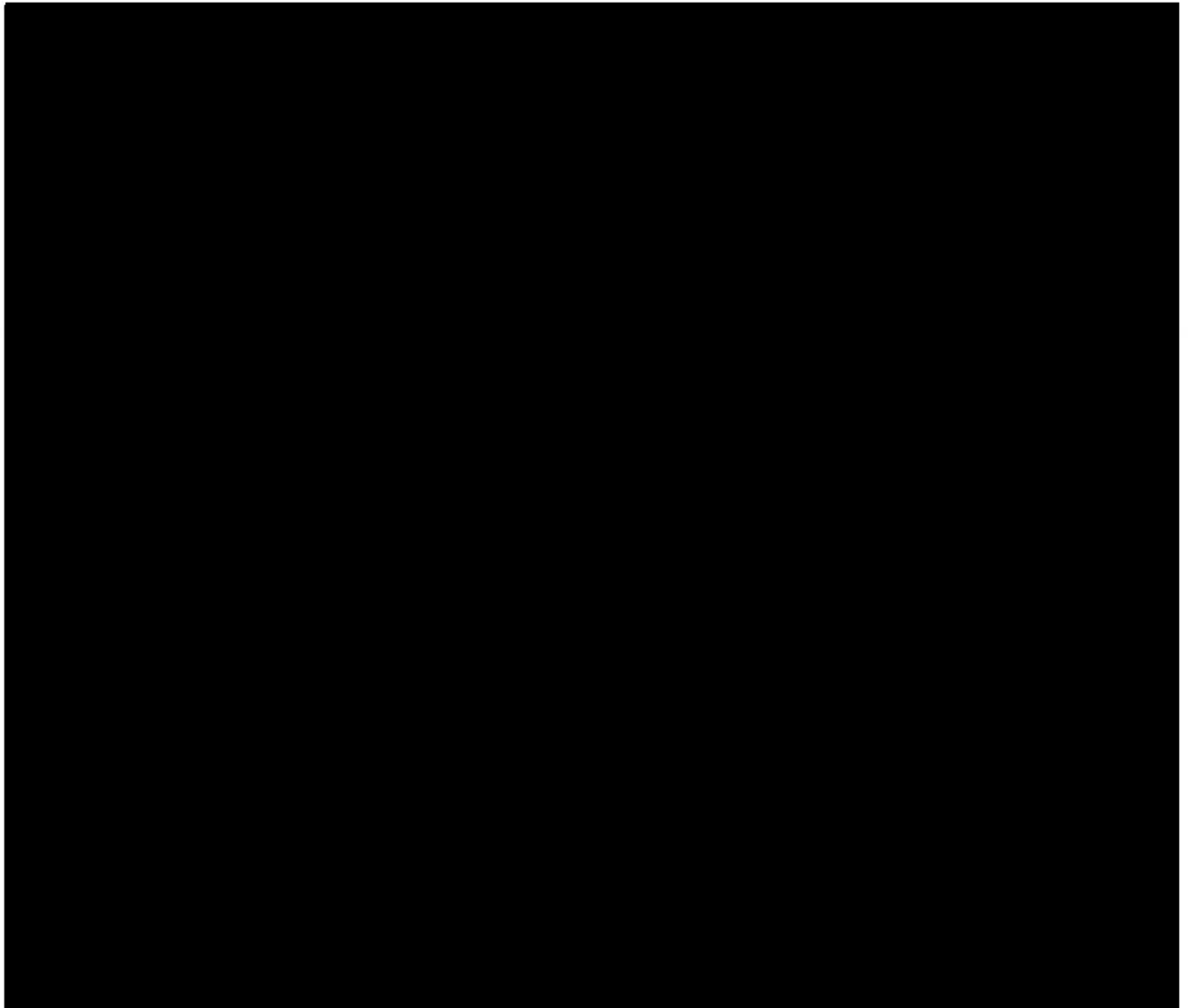
U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

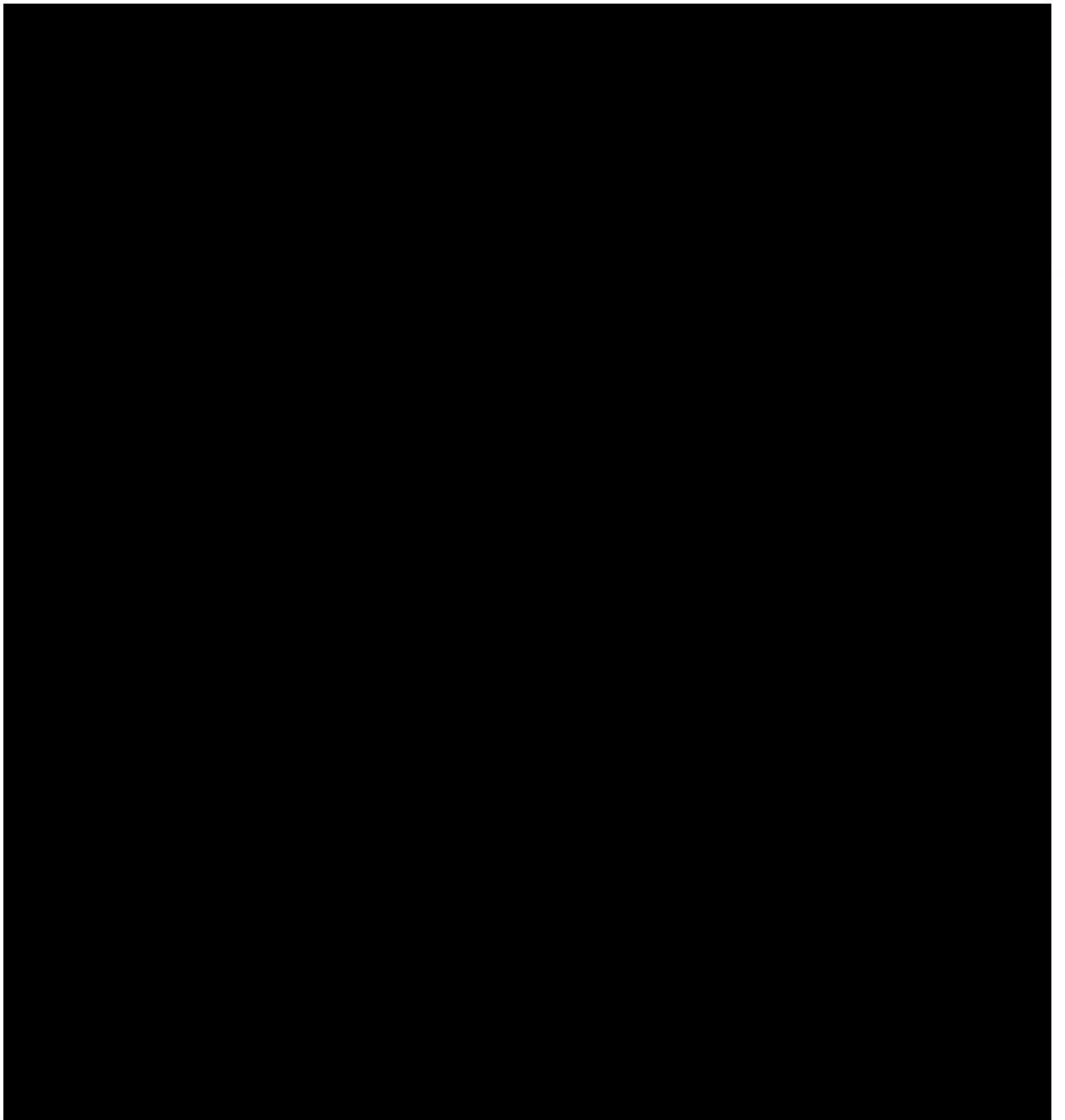
Cintas Corporation

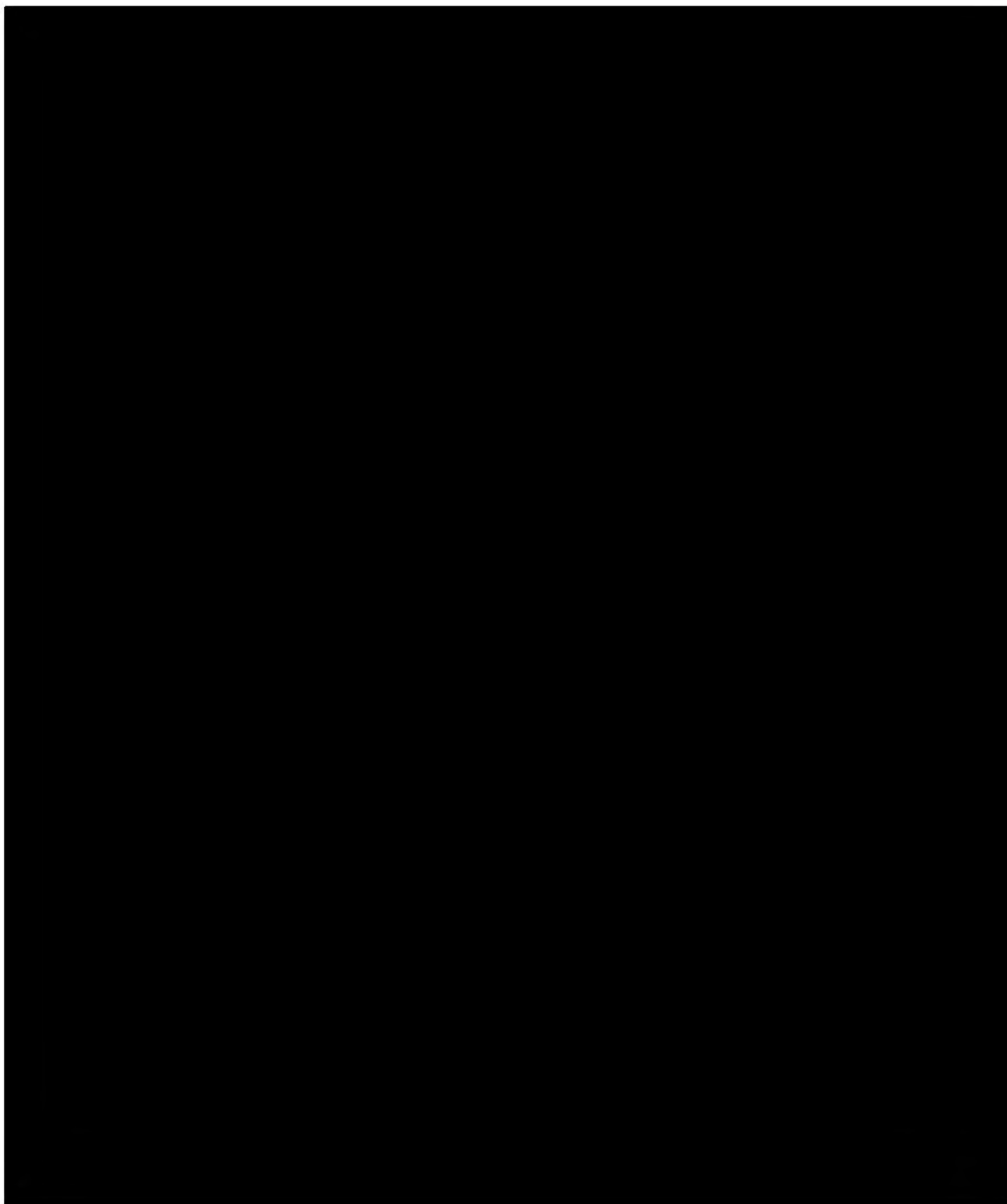
Marketing Plan

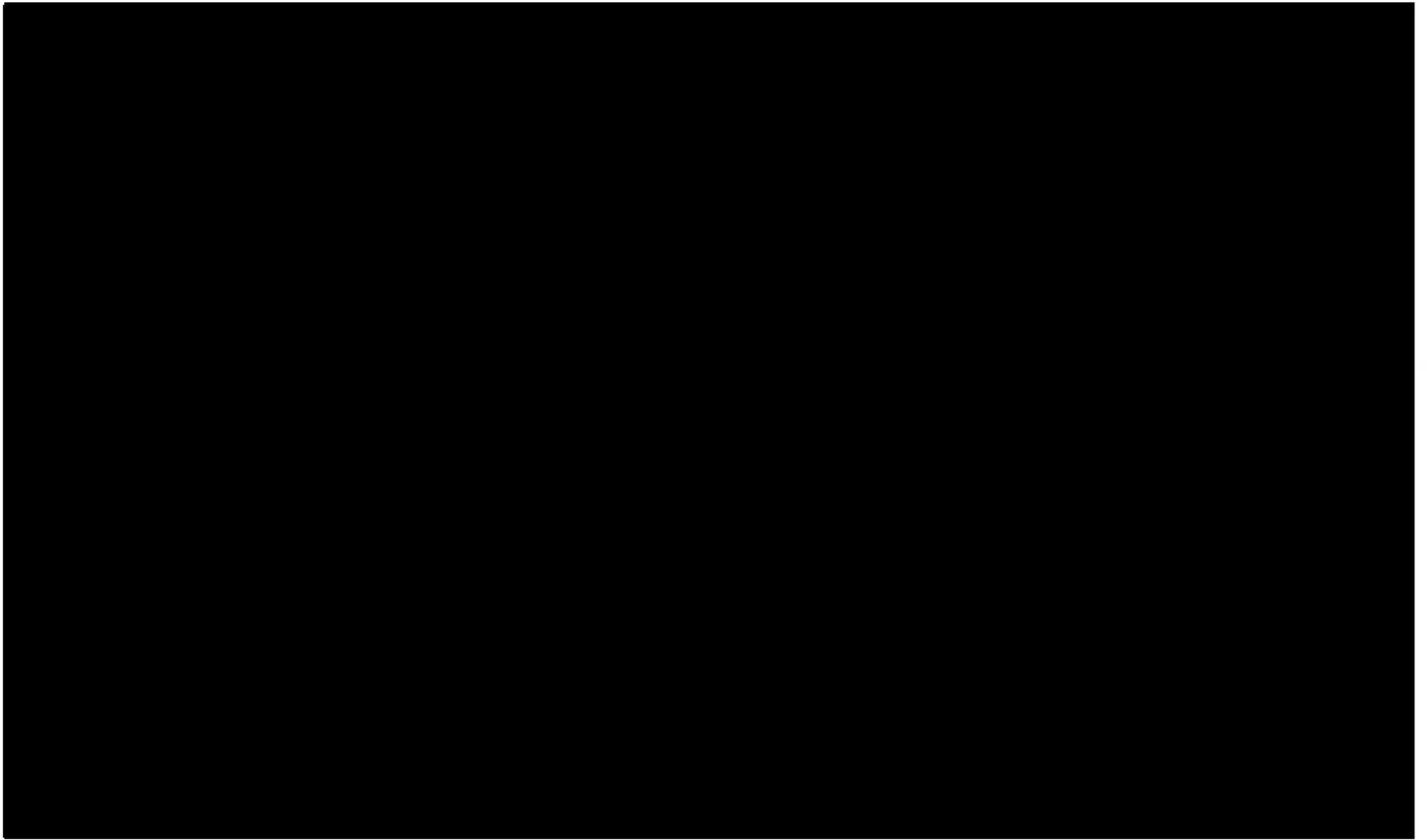


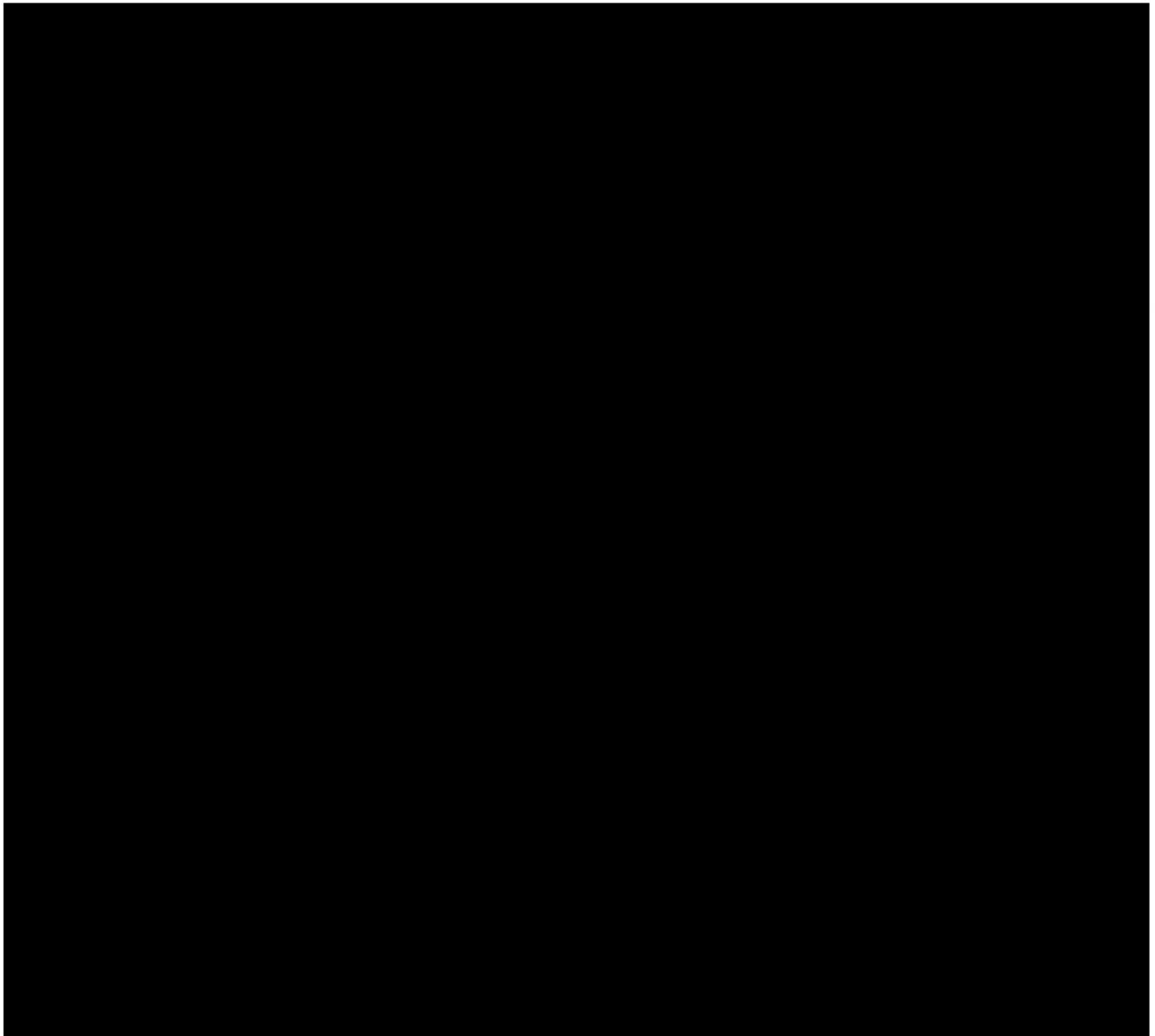


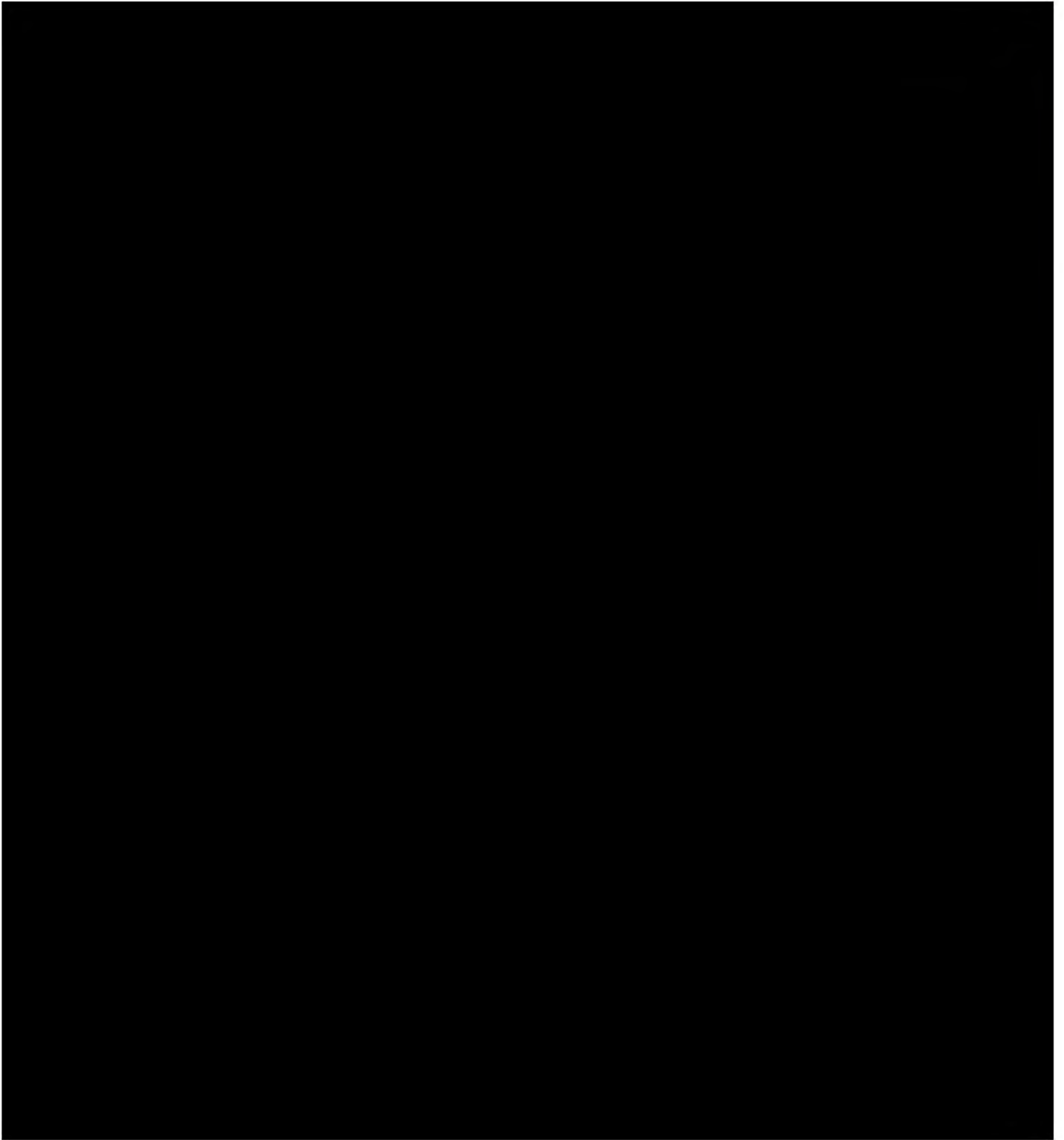


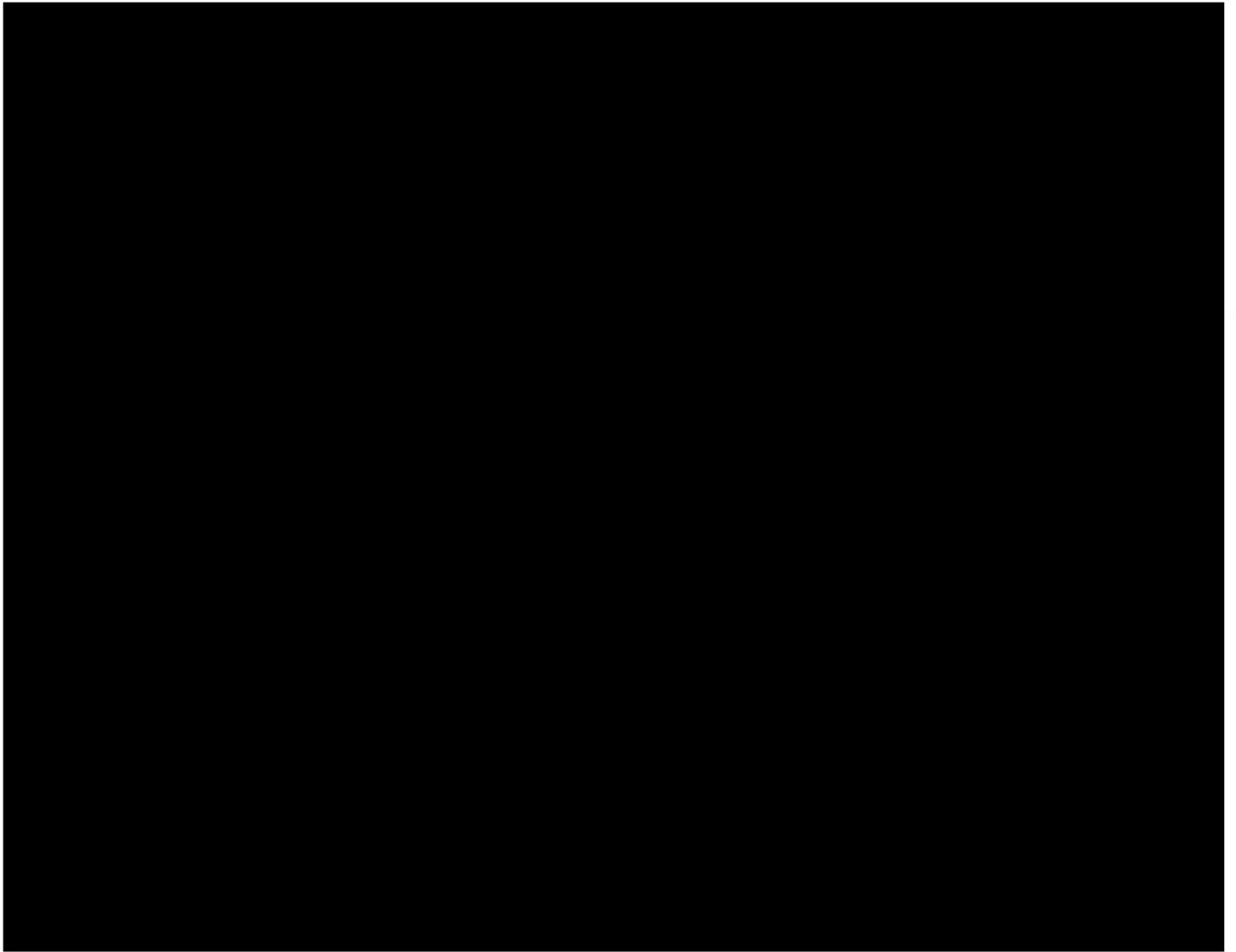


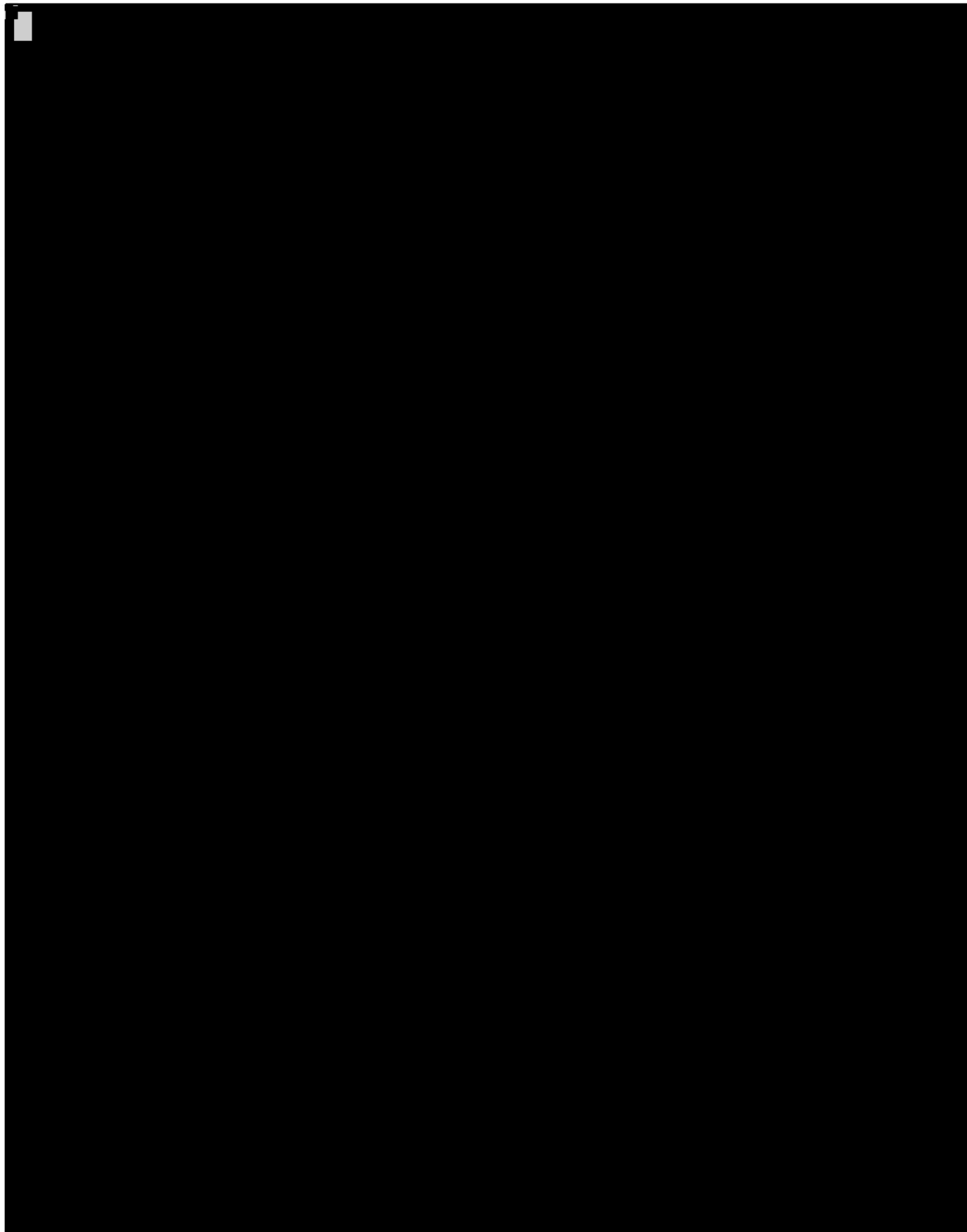


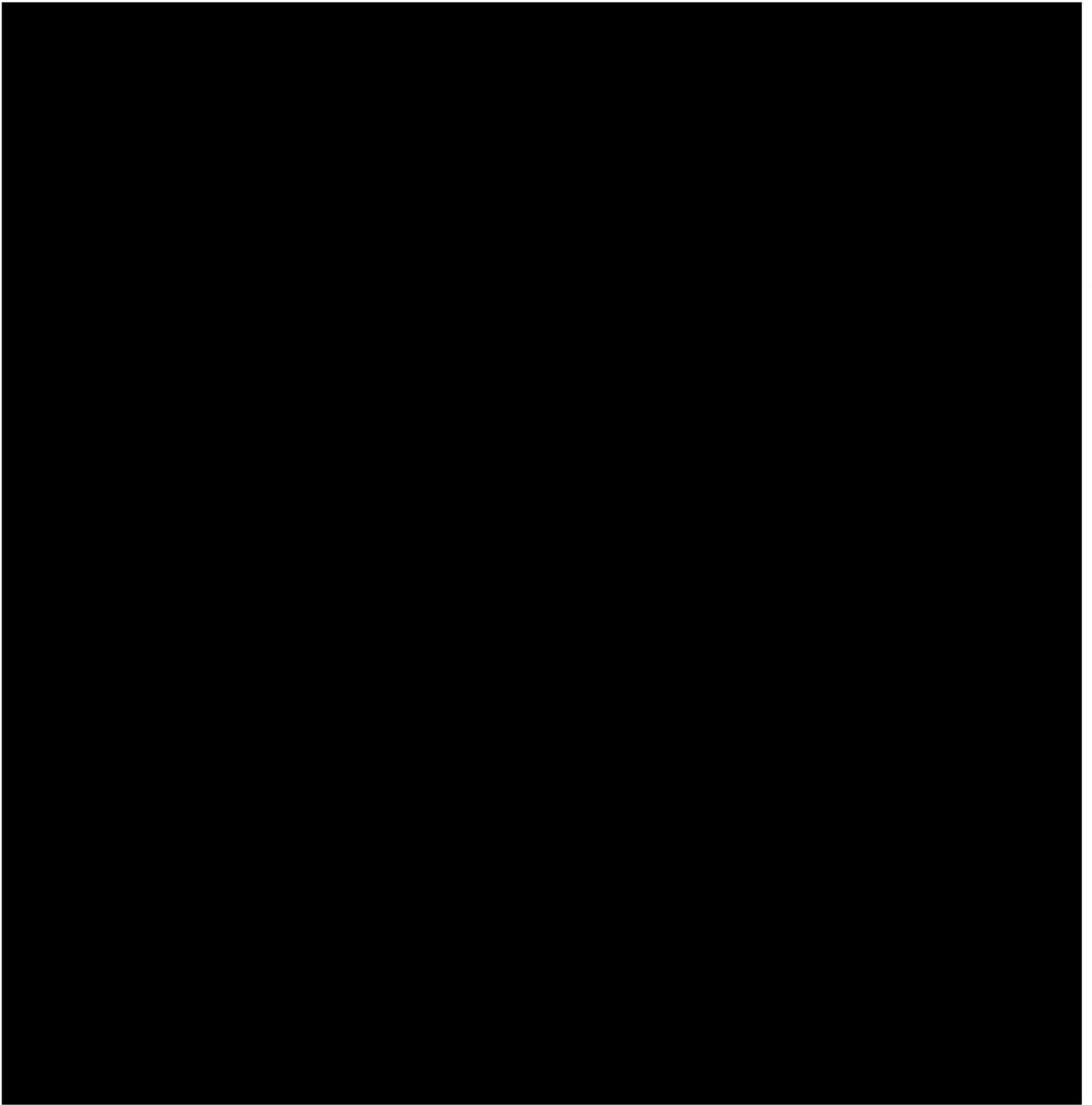
















We look forward to seeing you at the
NIGP Forum August 27-28

Please stop by **Cintas booth #1107** to learn how we can help you open your doors with confidence every day by providing a wide range of products and services that enhance your image and help you keep your facility and employees clean, safe and looking their best.

Visit www.cintas-corp.com/industries/government-solutions/us-communities/ for more information.

UNIFORMS | FACILITY SERVICES | FIRST AID & SAFETY | FIRE PROTECTION



Hello,

As a participating agency of US Communities, you have access to a variety of services and products from Cintas, including:

- Heat exchangers for all government buildings
- SupplyMentor tool
- No-charge fleet

At Cintas, we're not just supplying products; we're providing a solution. Our products are designed, manufactured and maintained with care. Employees of the Cintas Employee Assistance Program are:



RENTAL PROGRAM

You'll appreciate that our full-service rental program takes care of your laundry, repair and weekly delivery.



TRUCOUNT™ INVENTORY CONTROL SYSTEM

No more hand counting or concerns about missing uniforms. Our TruCount™ system reassures you with ultimate accountability. Every visit, we'll scan all uniforms turned in for laundering and provide a pickup report showing the number of garments turned in by wearer.



HIGH IMAGE APPAREL

Your customer-facing employees make the first impression for your business. Help your employees present a confident and professional image to every customer, every time, every day.



WOMEN'S WORKWEAR

Your female employees know there's nothing uniform about uniform fit. Cintas offers innovative, well-tailored designs that are created to comfortably fit and flatter the shape and form of a woman's body.



PROTECTIVE APPAREL

You know how important it is to comply with industry standards and OSHA regulations, and ultimately protect your employees from workplace hazards. Cintas provides protective apparel for a variety of workplace situations.



CARHARTT®

At the top of the list of brands employees want for tough jobs, Carhartt® meets the demands for durability and ease of movement required to perform work comfortably. Cintas is the exclusive provider of Carhartt® rental workwear.

For more information, feel free to contact me at "Sales Rep phone" or "Sales Rep email."

Thanks,
"Sales Rep name"

In addition to uniforms, we offer solutions to help keep your agency clean, safe, compliant and your staff looking their best.

FACILITY SERVICES

Mats, mops, restroom supplies, Signature Series® restroom dispensers, Signet® cleaning chemicals

FIRST AID & SAFETY

First aid cabinets, personal protective equipment, AEDs

FIRE PROTECTION

Fire extinguishers, emergency lighting, fire alarm systems, suppression systems

[learn more »](#)

Exhibit C



Hello (Name):

As a participating agency of U.S. Communities, you have access to exclusive offers and benefits from Cintas, including:

- Best supplier overall government pricing
- Competitively bid
- No user fees

We know you're busy managing your organization, so we're here to help you manage the details of being prepared for a workplace incident.



FIRST AID CABINETS

You choose the first aid supplies you'd like us to restock on a consistent basis — from bandages, gauze and antiseptics, to medicine, burn care and more.



COMPLIANCE TRAINING

Keep your business up to date with customizable training and compliance solutions. Choose from instructor-led classroom instruction, convenient online training and industry-leading online safety management.



PERSONAL PROTECTIVE EQUIPMENT

Protect your employees from head to toe. From hard hats and hearing protection to safety glasses and gloves.



AEDS AND EMERGENCY PRODUCTS

Are you prepared for a cardiac emergency? Count on our AED programs that include industry-leading devices, installation, program management and medical direction.

For more information, feel free to contact me at "Sales Rep phone" or "Sales Rep email".

Thanks,
"Sales Rep name"

In addition to First Aid, we offer solutions to help keep your agency clean, safe, compliant, and your staff looking their best.

UNIFORMS

Rental,
purchase, flame
resistant, hi vis,
women's garments

FACILITY SERVICES

Mats, mops, restroom
supplies, Signature
Series® restroom
dispensers, Signet®
cleaning chemicals

FIRE PROTECTION

Fire extinguishers,
emergency lighting,
fire alarm systems,
suppression systems

[learn more >](#)



U.S. COMMUNITIES[®]
GOVERNMENT PURCHASING ALLIANCE



Earn top scores for a clean campus

CINTAS[®]
READY FOR THE WORKDAY[™]

Keep your campus running smoothly with strategically sourced solutions

Through our contract with U.S. Communities, Cintas offers a variety of products and services to help save you time and money. Plus, as a U.S. Communities partner, you'll benefit from special contract pricing. Explore our full range of products and services, and let us take a little work out of your week.

Use the key below to identify how our products and services might be used for the different areas of your campus.

-  Facilities
-  Trades & Electricians
-  Environmental Health & Safety
-  Laboratories
-  Animal Handling
-  Dental School
-  Dining Services
-  Housing
-  Cleanroom Environment
-  Maintenance
-  Grounds

cintas.com/education

U.S. Communities is the leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutes, and nonprofits looking for the best overall supplier government pricing. Contract #12-JLH-011C.



PROTECTIVE SOLUTIONS



PROTECTIVE APPAREL

You know how important it is to comply with industry standards and OSHA regulations, and ultimately protect your employees from workplace hazards. Cintas provides protective apparel for a variety of workplace situations.



LAB COAT PROGRAM

With our innovative lab coat program, we will ensure the proper fit, repair, laundry and garment tracking.



CLEAN SOLUTIONS



MICROFIBER MOPS AND TOWELS

Make cleaning more efficient with RubberMaid™ microfiber mops, towels and clusters — which remove 99.9% of surface contaminants. Plus, Cintas will clean and deliver your microfiber on a scheduled basis.



TILE AND CARPET DEEP CLEANING

Revived floors say you're ready™ for business. Our process deep cleans more thoroughly than any other method — using greater heat, high-pressure steam and a hot water extraction process that leaves your floors clean and dry.



IMAGE SOLUTIONS



CARHARTT® RENTAL UNIFORMS

At the top of the list of brands employees want for tough jobs, Carhartt® meets the demands for durability and ease of movement required to perform work comfortably. With a rental partnership exclusive to Cintas, you can equip your employees with Carhartt® garments.



UNIFORM RENTAL

Keep your workforce looking professional in retail-inspired uniforms. And you'll appreciate that our full-service rental program takes care of your laundry, repair and weekly delivery.





MATS AND MOPS

Protect your floors with professionally laundered rental mats. Our mops will help capture and remove dirt and moisture, helping keep your floors clean and dry.



AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

Are you prepared for a cardiac emergency? Count on our AED programs that include industry-leading devices, installation, program management and medical direction.



FIRST AID SUPPLIES

Be prepared to respond to injury or illness with our scheduled onsite service. Choose the first aid supplies you'd like us to restock on a consistent basis and they'll be delivered by your dedicated service professional.



FIRE PROTECTION

Help keep your facilities prepared with Fire Protection from Cintas. Along with professional inspection and maintenance of your fire equipment, your business will benefit from service transparency through a dedicated customer portal, convenient and consolidated billing, and a single point of contact.



SIGNET® CLEANING CHEMICAL SERVICE

Be free from having to manually mix chemicals or store bulky containers. The Signet® Cleaning Chemical System automatically dispenses the perfect amount of properly diluted cleaning chemical.



CLEANROOM SUPPLIES

Nothing can be left to chance when it comes to your controlled environment — and that means your apparel and supplies must be properly handled and maintained. Trust Cintas as a respected resource for your controlled environment.



RESTROOM SUPPLIES

No more running the risk of customers finding empty restroom dispensers. With our routine restocking service, you'll always have essential hand care, paper and air freshener products on hand.



Always be **Ready for the Workday®** knowing you have clean products where you need them, when you need them with Cintas world-class service.



WOMEN'S GARMENTS

Our women's uniforms have been designed with a woman's body in mind so that you'll always look and feel great.



UNIFORM PURCHASE

When you're ready to go to the next level of merging your brand with professional appearance and function, choose Uniform Purchase. Distinctive apparel and innovative designs are offered at levels ranging from ready-to-wear garments, to one-of-a-kind designs tailor-made for your brand.



SIGNATURE SERIES®

Achieve sleek sophistication with stylish restroom accessories in nine unique choices. Our Signature Series creates consistency with a family of matching dispensers, and every week we'll refill those dispensers and make sure they're functioning properly.



CULINARY UNIFORMS

Make sure even your newest employees present a clean, professional image as they sauté, slice and sear. Chef Works® rental culinary apparel, designed exclusively for Cintas, makes it easy to have your kitchen staff outfitted quickly in crisp coats, shirts and pants.





SUSTAINABILITY

We're continually looking for more sustainable ways to run our business. Every decision, large or small, takes into account the current and future environmental impact on our employee-partners, communities and customers.



DIVERSITY

A diverse workforce is a key characteristic of our winning team at Cintas. Our employee-partners come from countries around the world, and we expand our network and deliver supplier diversity by supporting minority- and women-owned businesses.



SAFETY

Our quest for continuous improvement includes our world-class safety commitment. Every one of our employee-partners is involved in a multi-faceted safety training and performance program that moves us closer to an accident-free workplace.

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and/or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the flame-resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

USCOMMUNITIES@CINTAS.COM | CINTAS.COM/EDUCATION

UNIFORMS | FACILITY SERVICES | FIRST AID & SAFETY | FIRE PROTECTION

CINTAS
READY FOR THE WORKDAY[®]

Start your workday with a trusted leader

Commanding respect and projecting professionalism is crucial in the government sector — and of course safety is always a priority. Let Cintas be the single source you depend on for solutions that help you stay **ready™** with an efficient clean, safer workplace and positive image.



UNIFORMS & APPAREL

Our uniforms do more than make a great first impression — they build name recognition for your company. When your employees look good, morale increases, leading to greater productivity and a stronger sense of teamwork.

See the positive impact uniforms can have on your customers and staff. With a Cintas full-service uniform rental program, there is no laundry to do, no uniforms to buy, and no repairs to waste your time and money.

- Women's Workwear
- High Image Apparel
- Cleanroom
- Carhartt® Rental
- Chef Works® Culinary Apparel
- Flame Resistant Clothing



UNIFORM PURCHASE

Cintas is your one-stop source for retail inspired workwear creating a branded look your competitor's can't match.

With stylish, comfortable apparel, your employees will project their most professional image. Whether you opt for our ready-to-wear or custom garments, you can count on our award-winning collections to help you create a branded look that sets your company apart.

- Suiting
- Culinary
- Outerwear and Workwear
- Custom Tailored Shirts and Pants
- Scrubs
- Headwear and Accessories



For more information to get started contact Cintas at USCommunities@cintas.com.

Trusted service you can count on



FIRST AID & SAFETY

Cintas covers your bases with the only comprehensive nationwide solution. Let Cintas help you get your safety program and employees Ready for the Workday[®].

Help keep your employees and workplace safe with a variety of First Aid & Safety products and services that meet your business needs.

- First Aid Supplies
- AEDs & Emergency
- Safety Supplies & PPE
- Compliance Training



FIRE PROTECTION

We back our fire extinguisher inspection work with an industry-exclusive Value Inspection Program. It's just one more way we give you confidence that you're getting top-of-the-line fire protection for your business.

Get ready[™] with cutting edge technology, detailed processes and our trained technicians. We truly have a passion for helping you protect your people and property.

- Extinguisher Inspection
- Fire Extinguisher Training
- Fire Alarm Panel
- Kitchen Suppression
- Fire Sprinkler Systems
- Fire Alarm Monitoring
- Emergency & Exit Lights
- Hazard Suppression



FACILITY SERVICES

A complete program provides a consistently better level of clean and will help improve operational efficiency.

Present a positive first impression. Cintas facility services offers a variety of products and services to provide the clean image you want in less time.

- Mat, Mop and Towel Services
- Restroom Supplies
- Restroom Cleaning
- Cleaning Chemicals
- Microfiber Cleaning Tools
- Tile & Carpet Cleaning
- Coil Cleaning
- Parts Cleaner



A Preferred Partner



Direct Purchase
With Preferred Cintas Pricing

Why Cintas

Deeper Knowhow™

- We're committed to have an in-depth understanding of our customers' business to reduce complexity and hassle

Caring Service

- We go above and beyond for our customers

Sustainability

- We have more than 400 facilities in North America with high sustainability standards in energy efficiency, water usage, and waste reduction

Convenience

- We can outfit our customers from head to toe with an easy ordering process and quick turn-times

We're Passionate About Getting Our Customers

READY FOR THE WORKDAY®

Environmentally Responsible

- We maintain our 80 year old philosophy of doing what is right by partnering with communities and organizations that share our commitment to environmental preservation

Local Presence

- Our customers have full access to representatives who are always close by and ready to help. Schedule an onsite visit or sizing event with your local representative

Show Off Your Brand With The



Personalization Experts

Cintas can put your company's logo on just about anything. In fact, we personalize clothing and accessories through these services:

- Logo Setup
- Direct Embroidery
- Custom Silkscreen
- Reflective Striping

Call us at **1.800.707.9120** to speak to your local service rep and learn more about scheduling an **onsite visit** or **sizing event**.



Layered Up And READY FOR THE WORKDAY



Work Shirts



Work Pants



T-Shirts & Caps



Polos



Outerwear & Overalls



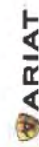
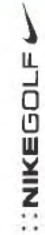
Hi Visibility & Flame Resistant



Safety Footwear

Culinary Apparel & Specialty Workwear

Your Brand On Any Of These Trusted Brands



Everything You Need To Help Your Business Run Smoothly



Stay Fully Stocked With Solutions To Increase Efficiency
And Be READY FOR THE WORKDAY



Can Liners and Waste Containers



Disposable Gloves



Logo Mats



Work Gloves



Cleaning Tools

Facility Products

Cintas Keeps You READY FOR THE WORKDAY[®]

- Deeper Knowhow[™]
- Caring Service
- Sustainability
- Convenience
- Environmentally Responsible
- Local Presence



Contact Your Cintas Service Rep
For Preferred Pricing

Call 1.800.707.9120

cintas[®]
READY FOR THE WORKDAY[™]

Exhibit G







U.S. COMMUNITIES™
(NYSE: UCC)

CINTAS®

READY FOR THE WORKDAY®



DESIGNED TO FIT
**YOUR
BUSINESS**



NEW



NEW

— VOTE FOR —
Your Janitor



Monday, January 29

Announce Contest

Friday, March 2

Nomination Deadline

Monday, March 19

Announce Finalists / One Month Left to Vote

Friday, April 20

Voting Deadline

Week of April 30 - May 7

Announce Winner

Summer 2018

Winning School Receives a School Makeover

Cintas Janitor of the Year is a viral contest in which schools and colleges nominate their janitor or custodian for the chance to win a \$5,000 cash prize for the winning janitor and a \$5,000 school makeover in Cintas and Rubbermaid products and services. Finalists will also receive prizes.

www.cintas.com/JOTY



Rental FR Workwear
Only from **cintas**



Learn More

You want to protect your workers. They want to be comfortable.
Our Carhartt® Protective Apparel is the answer.




A SINGLE SOURCE KEEPS PUBLIC AGENCIES READY






Learn More

More than 11,000 U.S. Communities public agencies are utilizing one or more services from Cintas

UNIFORM SOLUTIONS

• Uniforms and linens
• Laundry and dry cleaning
• Uniform maintenance
• Uniform repair and alterations
• Uniform storage and distribution

FACILITY SERVICES

• Janitorial services
• Pest control
• Security services
• Facility maintenance
• Office supplies and equipment

FIRST AID & SAFETY

• First aid kits and supplies
• Safety training and education
• Safety equipment and supplies
• Safety signage and graphics
• Safety consulting and audits

FIRE PROTECTION

• Fire extinguishers
• Fire alarm systems
• Fire sprinkler systems
• Fire safety training and education
• Fire safety equipment and supplies

Learn More About Cintas

ALL CONTRACTS

• All contracts are subject to the terms and conditions of the Cintas contract.

CONTACT US

• 1-800-451-2378
• www.cintas.com



Contact: Jessica Messenger
Senior Account Supervisor
312-664-1532
jmessenger@mulberrymc.com

Cintas and APPA Launch "Women in Leadership" Scholarship for Facilities Professionals

CINCINNATI—[Aug. 8, 2018] — [Cintas Corporation](#) (NASDAQ: CTAS) and [APPA](#) today announced they are seeking nominations for the Women in Leadership scholarship, which will award two female facilities professionals with \$5,000 each. Scholarships will help offset attendance costs for the September 2018 and January 2019 Leadership Academies offered at [APPA U](#). The deadline to apply is Friday, August 17, 2018.

"APPA U is a unique opportunity for professional networking and collaboration with other education facilities professionals," said Richelle Gibson, Education Marketing Manager, Cintas. "We are proud to support the hardworking women who focus on improving our nation's educational institutions."

To be eligible for assistance, nominees must be employed at an APPA-affiliated institution, have been in the field of educational facilities for a minimum of five years and work in a supervisor level position or higher with decision-making authority. Applicants must submit a narrative in 500 words or less sharing their views on the importance of leadership and how they personally are leading at their institution.

Applicants must also receive an approval signature from their supervisor prior to submitting final paperwork to APPA.

For further details on the scholarship and to apply, email suzanne@appa.org. For more information about education solutions from Cintas, visit cintas.com/industries/education/.

About Cintas Corporation:

Cintas Corporation helps more than one million businesses of all types and sizes get **Ready™** to open their doors with confidence every day. We provide a wide range of products and services that enhance our customers' image and help keep their facilities and employees clean, safe and looking their best. With products and services including uniforms, mats, mops, restroom supplies, first aid and safety products, fire extinguishers and testing, and training and compliance courses, Cintas helps customers get **Ready for**

the Workday®. Headquartered in Cincinnati, Cintas is a publicly held Fortune 500 company traded over the Nasdaq Global Select Market under the symbol CTAS and is a component of both the Standard & Poor's 500 Index and Nasdaq-100 Index.

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Exhibit O

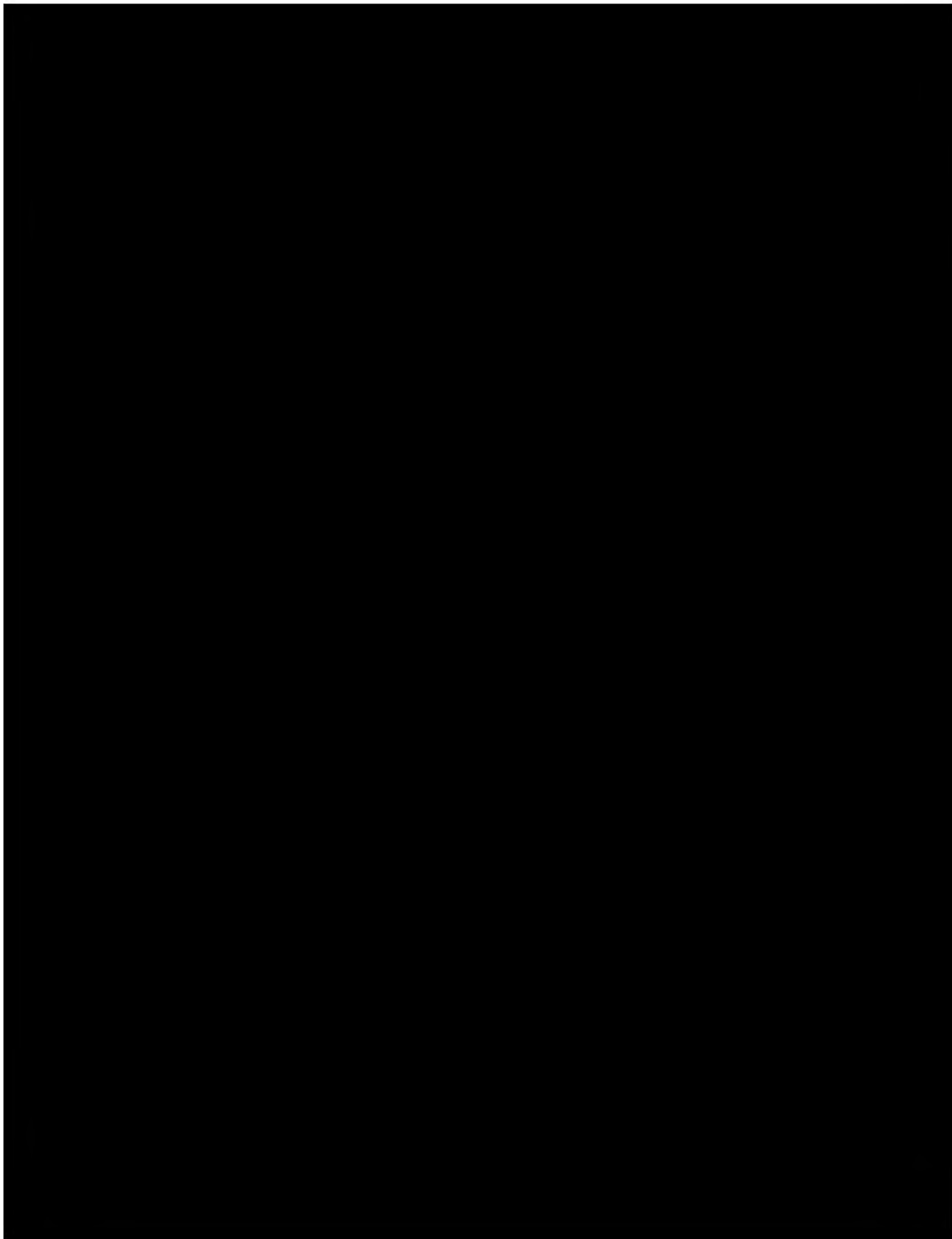
Exhibit P

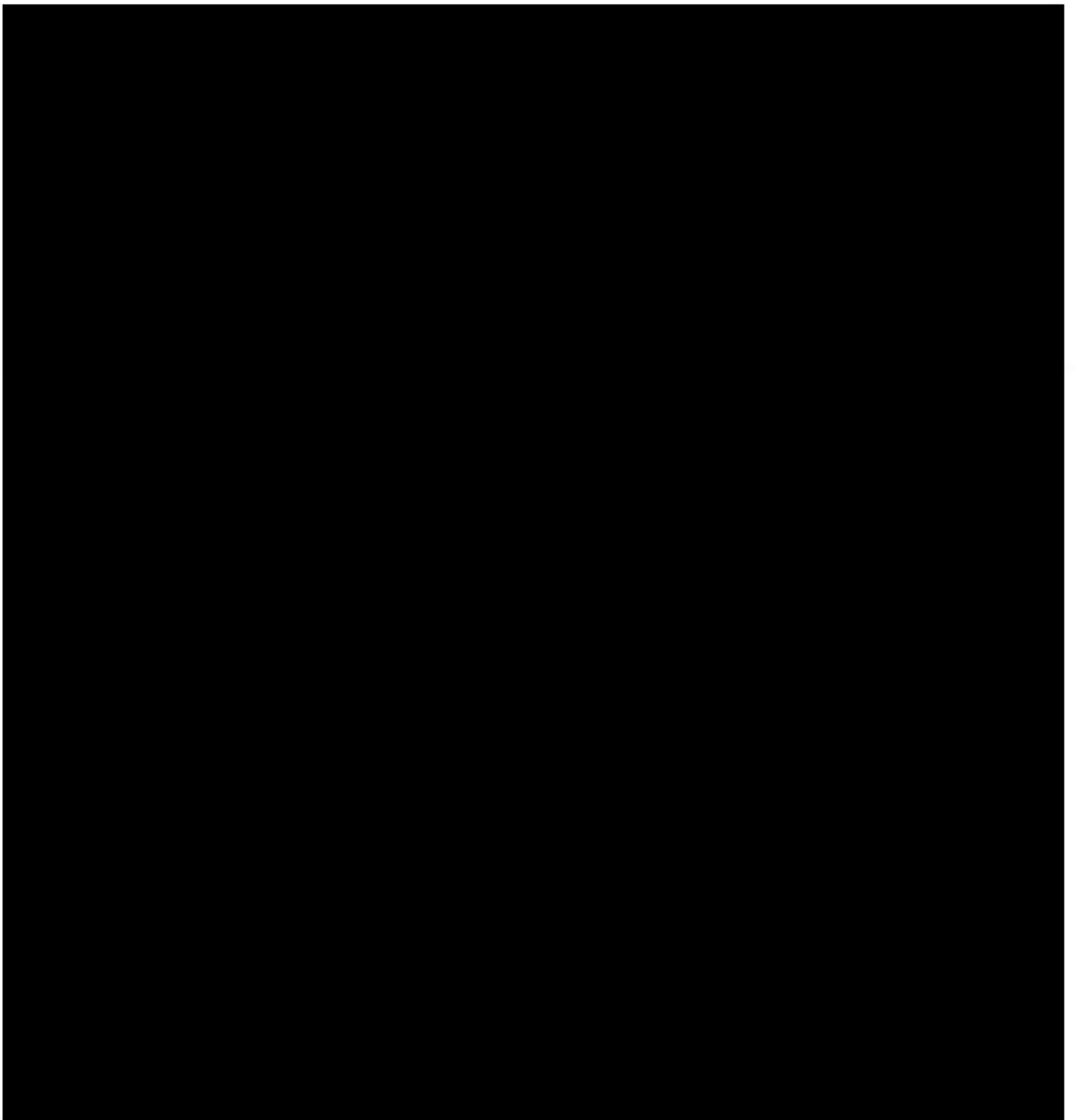


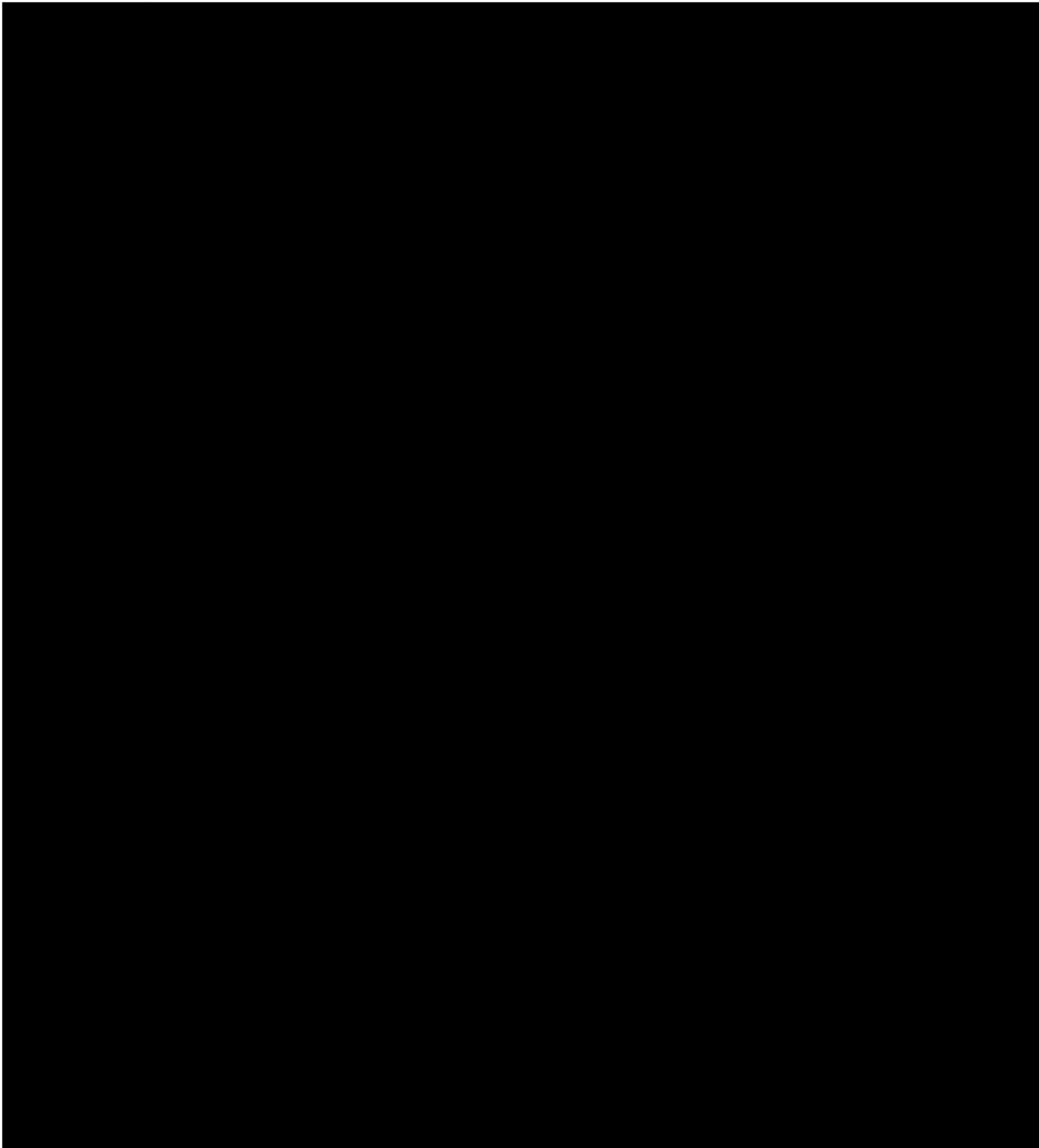
Exhibit Q

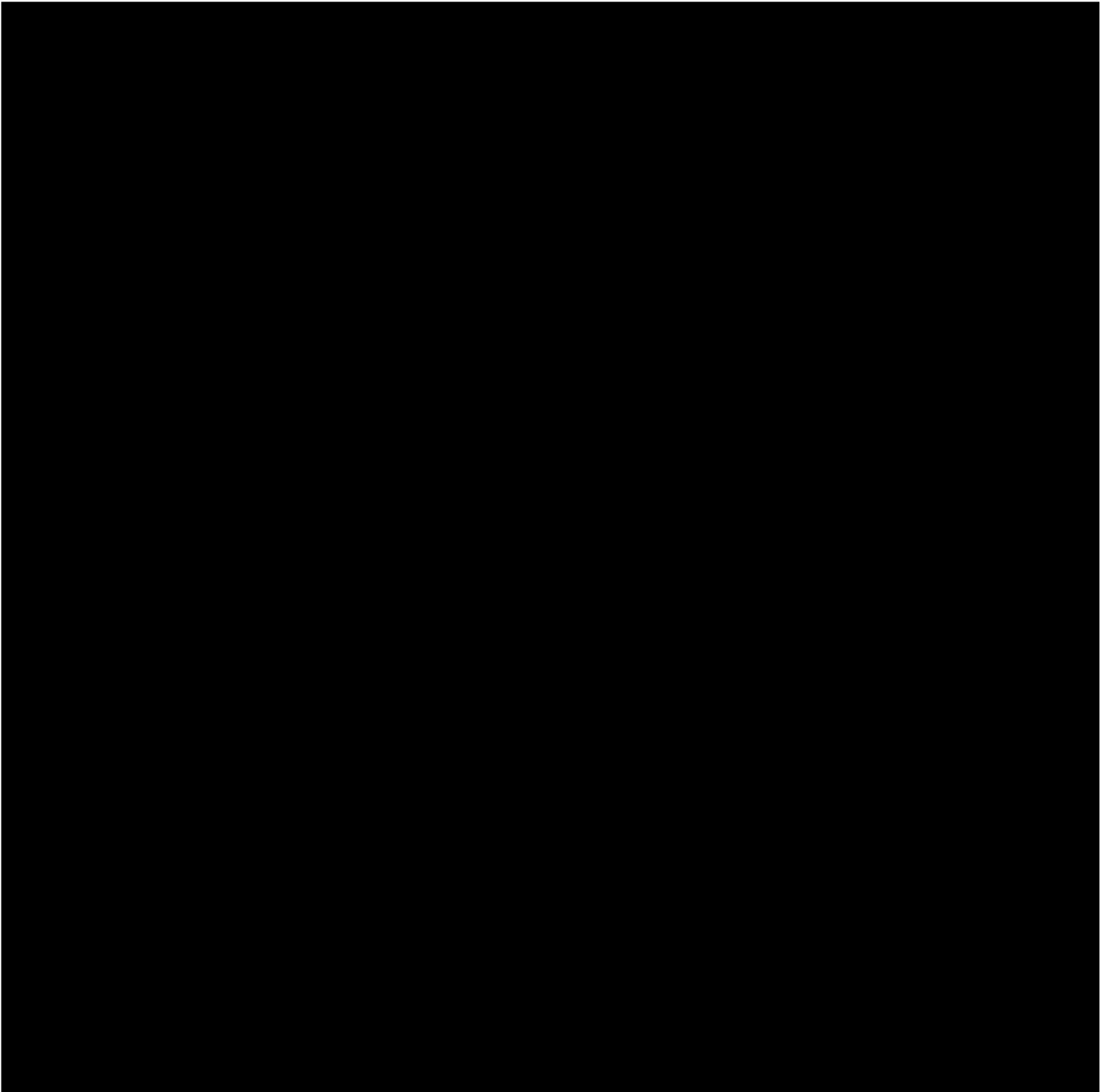


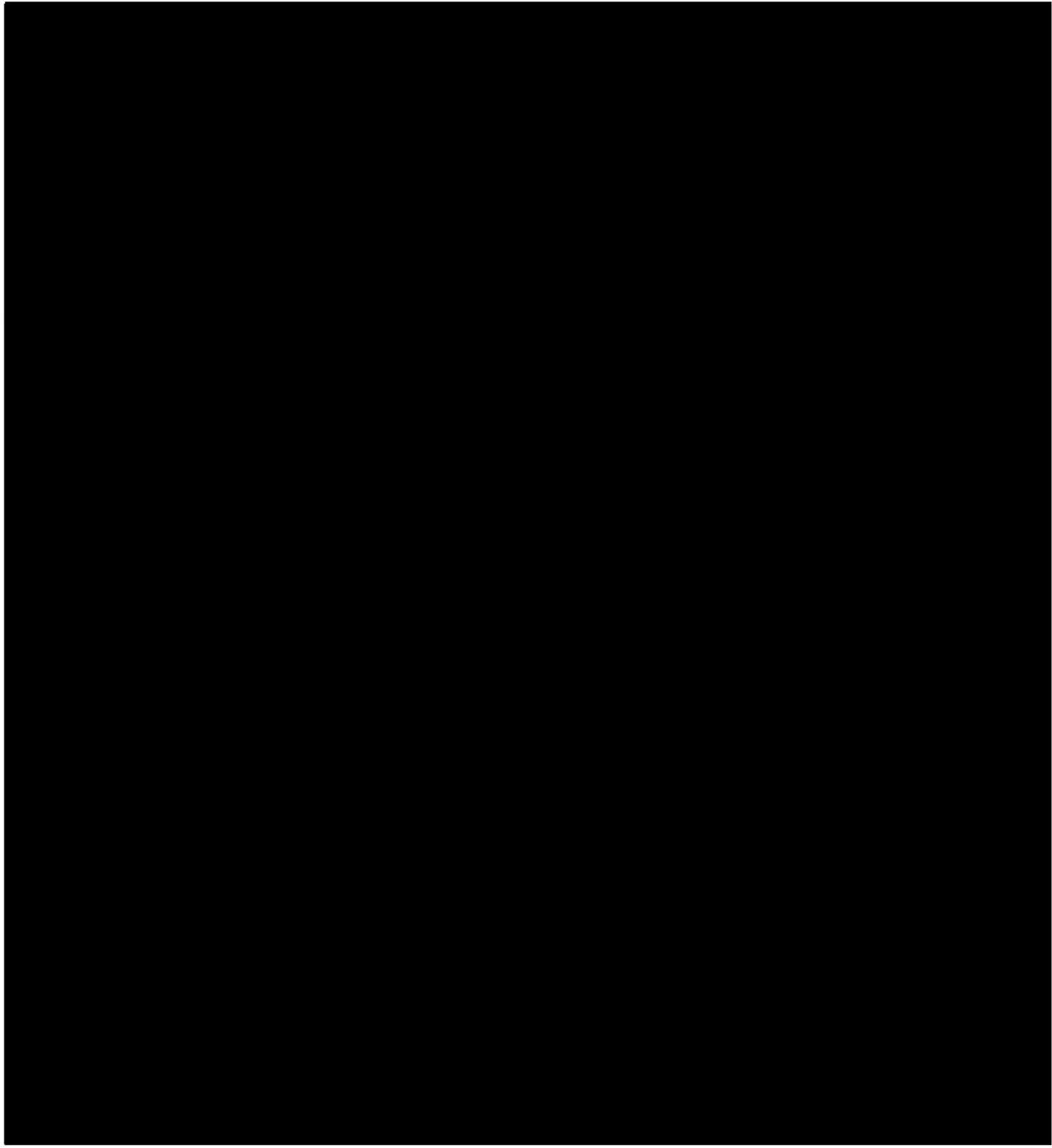


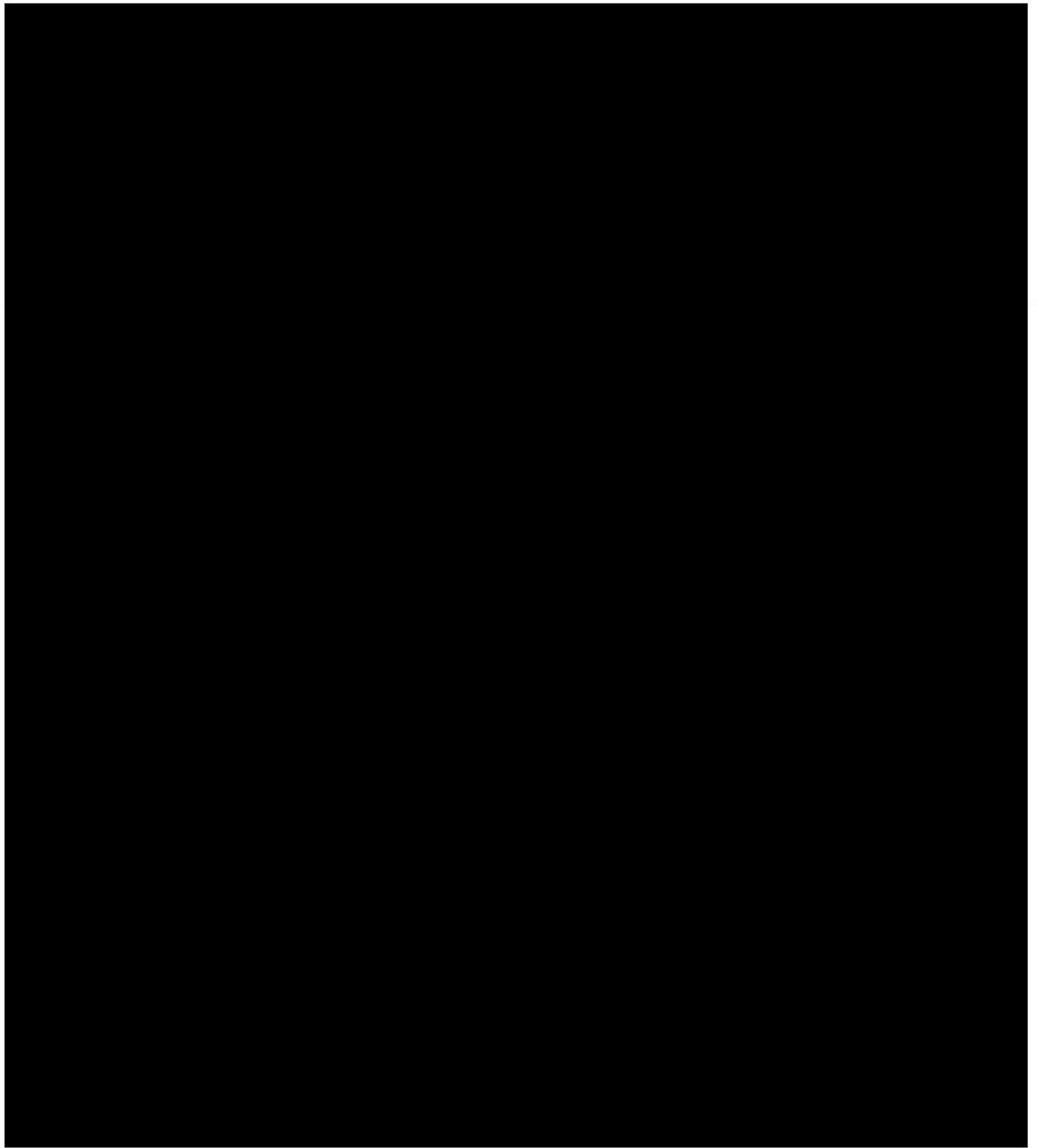


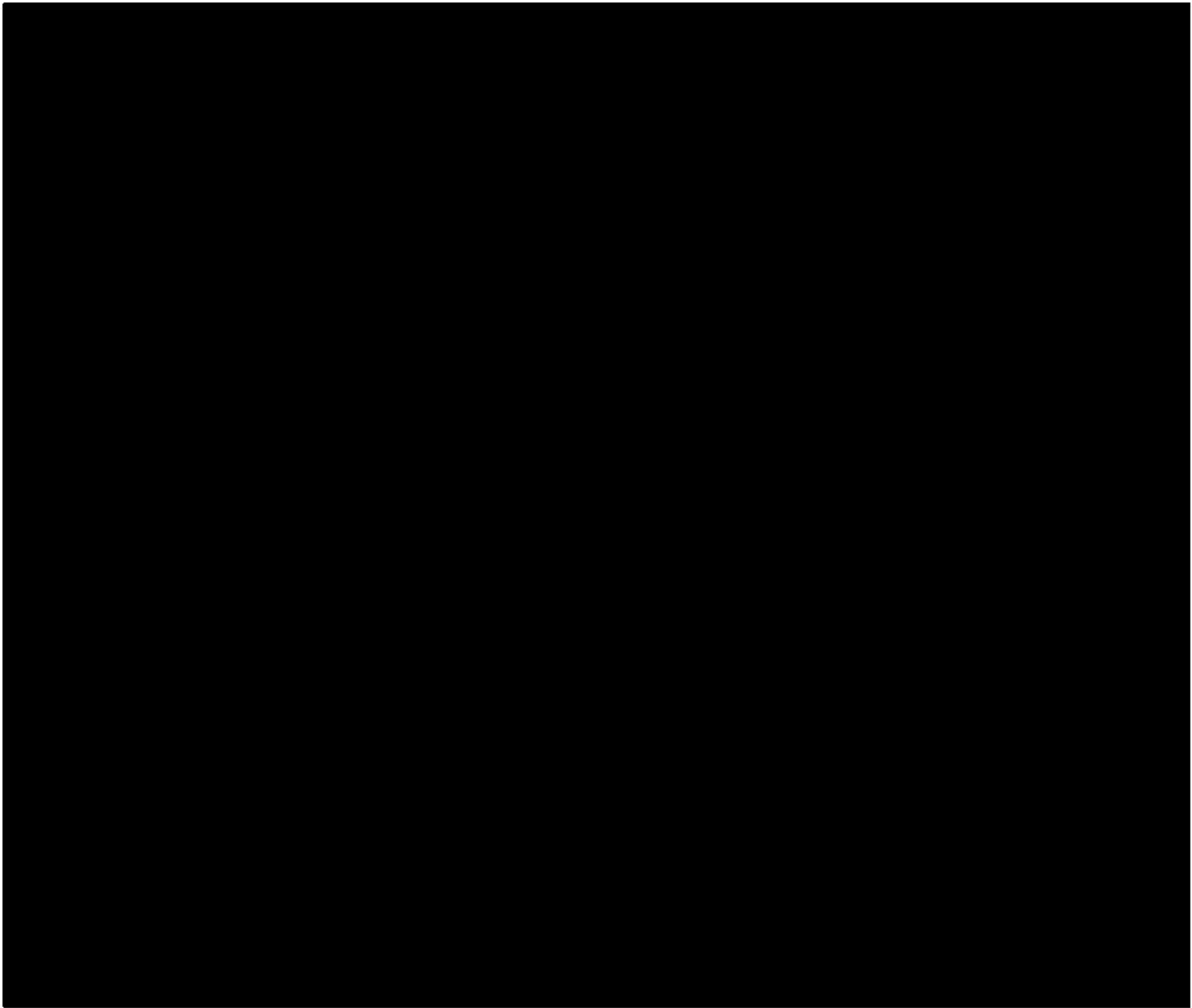




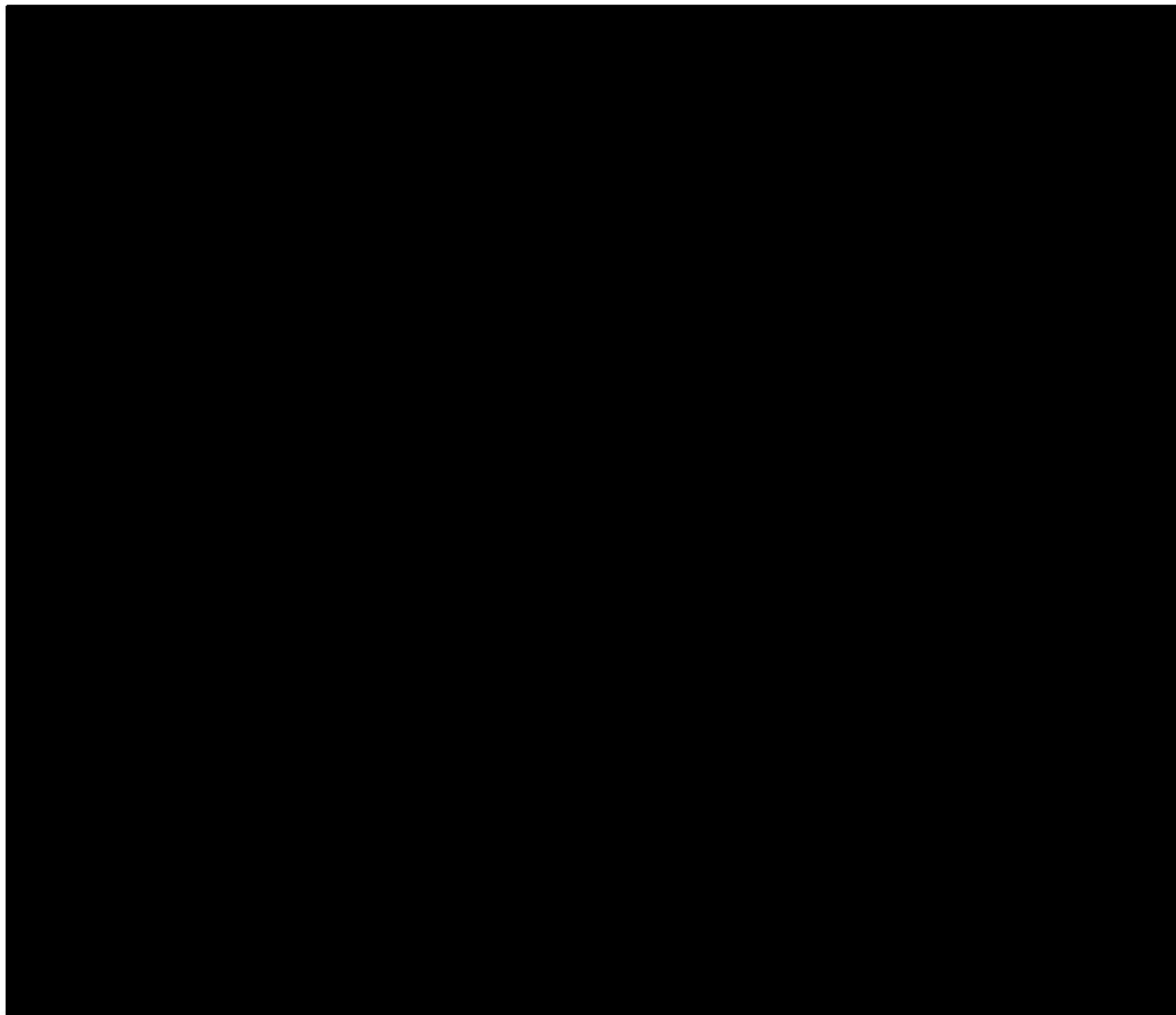














Cintas Corporation
Consolidated Condensed Statements of Income
(In thousands except per share data)

	Three Months Ended		
	(Unaudited)		
	May 31, 2018	May 31, 2017	% Change
Revenue:			
Uniform rental and facility services	\$ 1,342,786	\$ 1,220,015	10.1%
Other	326,764	310,272	5.3%
Total revenue	1,669,550	1,530,287	9.1%
Costs and expenses:			
Cost of uniform rental and facility services	737,998	676,389	9.1%
Cost of other	179,214	175,172	2.3%
Selling and administrative expenses	471,807	437,672	7.8%
G&K Services, Inc. transaction and integration expenses	15,031	63,746	-76.4%
Operating income	265,500	177,308	49.7%
Interest income	(370)	(130)	184.6%
Interest expense	24,828	45,389	-45.3%
Income before income taxes	241,042	132,049	82.5%
Income taxes	51,744	49,875	3.7%
Income from continuing operations	189,298	82,174	130.4%
(Loss) income from discontinued operations, net of tax	(3,127)	2,063	-251.6%
Net income	\$ 186,171	\$ 84,237	121.0%
Basic earnings (loss) per share:			
Continuing operations	\$ 1.74	\$ 0.76	128.9%
Discontinued operations	(0.03)	0.02	-250.0%
Basic earnings per share	\$ 1.71	\$ 0.78	119.2%
Diluted earnings (loss) per share:			
Continuing operations	\$ 1.68	\$ 0.75	124.0%
Discontinued operations	(0.02)	0.01	-300.0%
Diluted earnings per share	\$ 1.66	\$ 0.76	118.4%
Weighted average number of shares outstanding	106,879	105,325	
Diluted average number of shares outstanding	110,574	109,023	

	Twelve Months Ended		
	May 31, 2018	May 31, 2017	% Change
Revenue:			
Uniform rental and facility services	\$ 5,247,124	\$ 4,202,490	24.9%
Other	1,229,508	1,120,891	9.7%
Total revenue	6,476,632	5,323,381	21.7%
Costs and expenses:			
Cost of uniform rental and facility services	2,886,959	2,307,774	25.1%
Cost of other	681,150	635,312	7.2%
Selling and administrative expenses	1,916,792	1,527,380	25.5%
G&K Services, Inc. transaction and integration expenses	41,897	79,224	-47.1%
Operating income	949,834	773,691	22.8%
Interest income	(1,342)	(237)	466.2%
Interest expense	110,175	86,524	27.3%
Income before income taxes	841,001	687,404	22.3%
Income taxes	57,069	230,118	-75.2%
Income from continuing operations	783,932	457,286	71.4%
Income from discontinued operations, net of tax	58,654	23,422	150.4%
Net income	\$ 842,586	\$ 480,708	75.3%
Basic earnings per share:			
Continuing operations	\$ 7.24	\$ 4.27	69.6%
Discontinued operations	0.54	0.22	145.5%
Basic earnings per share	\$ 7.78	\$ 4.49	73.3%

Diluted earnings per share:			
Continuing operations	\$ 7.03	\$ 4.17	68.6%
Discontinued operations	0.53	0.21	152.4%
Diluted earnings per share	<u>\$ 7.56</u>	<u>\$ 4.38</u>	72.6%
Weighted average number of shares outstanding	106,593	104,964	
Diluted average number of shares outstanding	109,810	107,783	

CINTAS CORPORATION SUPPLEMENTAL DATA

	Three Months Ended	
	May 31,	May 31,
	2018	2017
Uniform rental and facility services gross margin	45.0%	44.6%
Other gross margin	45.2%	43.5%
Total gross margin	45.1%	44.4%
Net margin, continuing operations	11.3%	5.4%

	Twelve Months Ended	
	May 31,	May 31,
	2018	2017
Uniform rental and facility services gross margin	45.0%	45.1%
Other gross margin	44.6%	43.3%
Total gross margin	44.9%	44.7%
Net margin, continuing operations	12.1%	8.6%

Computation of Diluted Earnings Per Share from Continuing Operations

	Three Months Ended	
	May 31,	May 31,
	2018	2017
Income from continuing operations	\$ 189,298	\$ 82,174
Less: income from continuing operations allocated to participating securities	2,981	951
Income from continuing operations available to common shareholders	<u>\$ 186,317</u>	<u>\$ 81,223</u>
Basic weighted average common shares outstanding	106,879	105,325
Effect of dilutive securities - employee stock options	3,695	3,698
Diluted weighted average common shares outstanding	<u>110,574</u>	<u>109,023</u>
Diluted earnings per share from continuing operations	<u>\$ 1.68</u>	<u>\$ 0.75</u>

	Twelve Months Ended	
	May 31,	May 31,
	2018	2017
Income from continuing operations	\$ 783,932	\$ 457,286
Less: income from continuing operations allocated to participating securities	11,794	8,168
Income from continuing operations available to common shareholders	<u>\$ 772,138</u>	<u>\$ 449,118</u>
Basic weighted average common shares outstanding	106,593	104,964
Effect of dilutive securities - employee stock options	3,217	2,819
Diluted weighted average common shares outstanding	<u>109,810</u>	<u>107,783</u>
Diluted earnings per share from continuing operations	<u>\$ 7.03</u>	<u>\$ 4.17</u>

Reconciliation of Non-GAAP Financial Measures and Regulation G Disclosure

The press release contains a non-GAAP financial measure within the meaning of Regulation G promulgated by the Securities and Exchange Commission. To supplement its consolidated condensed financial statements presented in accordance with U.S. generally accepted accounting principles (GAAP), the Company provides an additional non-GAAP financial measure of cash flow. The Company believes that this non-GAAP financial measure is appropriate to enhance understanding of its past performance as well as prospects for future performance. A reconciliation of the difference between this non-GAAP financial measure with the most directly comparable financial measure calculated in accordance with GAAP is shown below.

Computation of Free Cash Flow

	Twelve Months Ended	
	May 31, 2018	May 31, 2017
Net Cash Provided by Operations	\$ 964,160	\$ 763,887
Capital Expenditures	(271,699)	(273,317)
Free Cash Flow	\$ 692,461	\$ 490,570

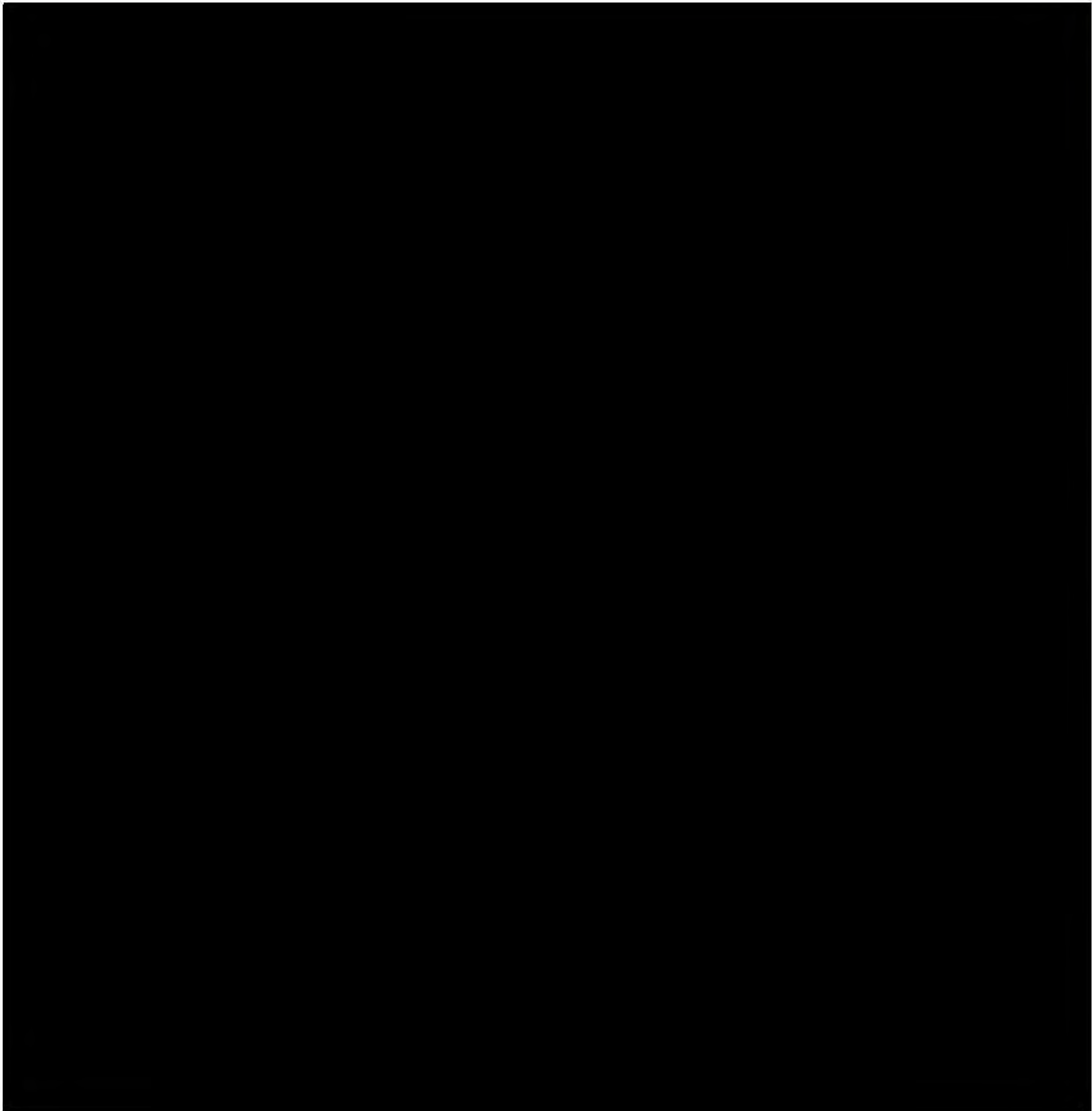
Management uses free cash flow to assess the financial performance of the Company. Management believes that free cash flow is useful to investors because it relates the operating cash flow of the Company to the capital that is spent to continue, improve and grow business operations.

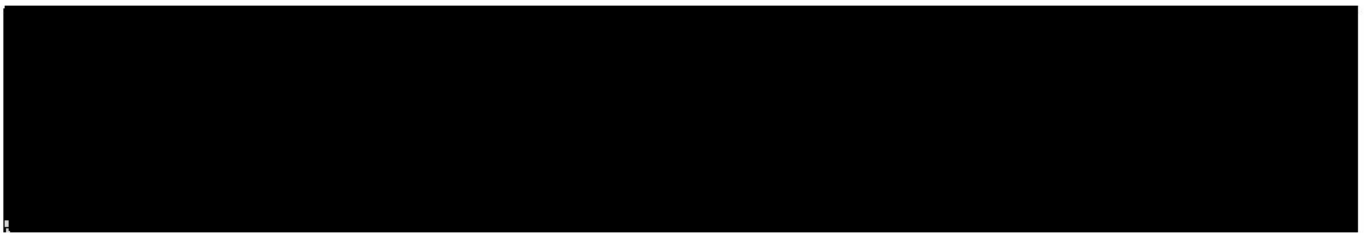
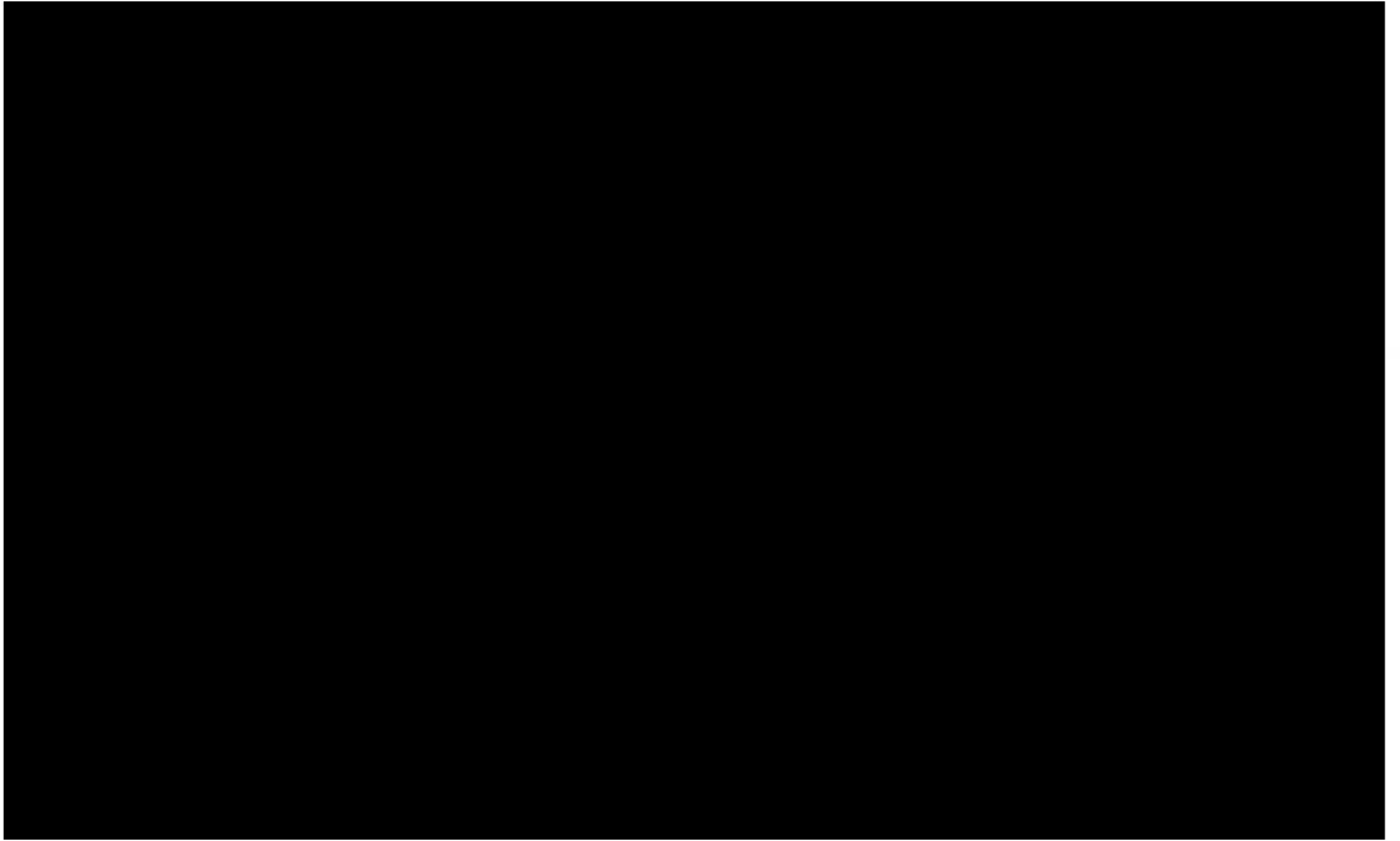
SUPPLEMENTAL SEGMENT DATA

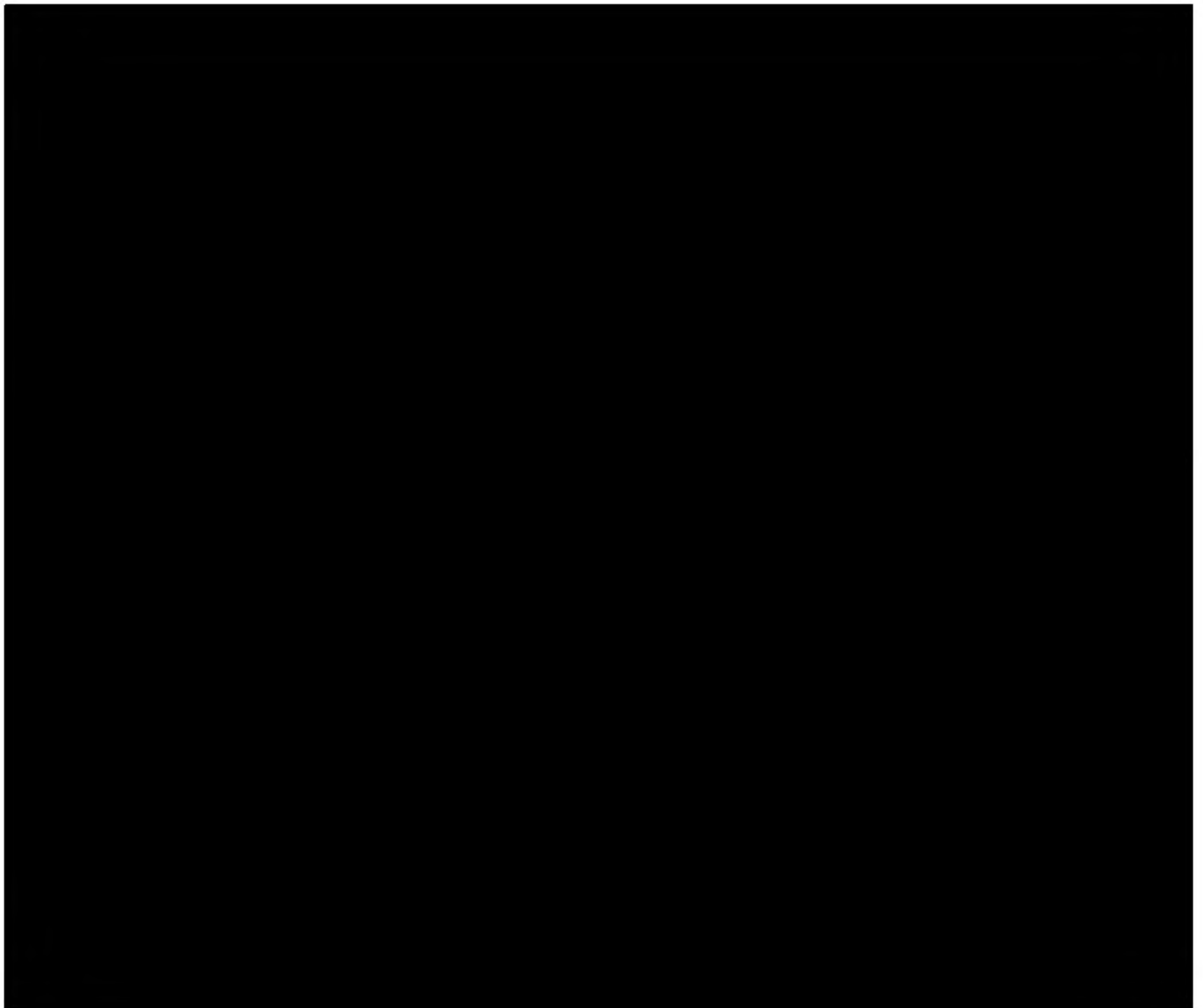
	Uniform Rental and Facility Services	First Aid and Safety Services	All Other	Corporate	Total
For the three months ended May 31, 2018					
Revenue	\$ 1,342,786	\$ 147,707	\$ 179,057	\$ -	\$ 1,669,550
Gross margin	\$ 604,788	\$ 69,402	\$ 78,148	\$ -	\$ 752,338
Selling and administrative expenses	\$ 368,144	\$ 48,275	\$ 55,388	\$ -	\$ 471,807
G&K Services, Inc. transaction and integration expenses	\$ 15,031	\$ -	\$ -	\$ -	\$ 15,031
Interest income	\$ -	\$ -	\$ -	\$ (370)	\$ (370)
Interest expense	\$ -	\$ -	\$ -	\$ 24,828	\$ 24,828
Income (loss) before income taxes	\$ 221,613	\$ 21,127	\$ 22,760	\$ (24,458)	\$ 241,042
For the three months ended May 31, 2017					
Revenue	\$ 1,220,015	\$ 134,358	\$ 175,914	\$ -	\$ 1,530,287
Gross margin	\$ 543,626	\$ 59,814	\$ 75,286	\$ -	\$ 678,726
Selling and administrative expenses	\$ 336,400	\$ 45,551	\$ 55,721	\$ -	\$ 437,672
G&K Services, Inc. transaction and integration expenses	\$ 63,746	\$ -	\$ -	\$ -	\$ 63,746
Interest income	\$ -	\$ -	\$ -	\$ (130)	\$ (130)
Interest expense	\$ -	\$ -	\$ -	\$ 45,389	\$ 45,389
Income (loss) before income taxes	\$ 143,480	\$ 14,263	\$ 19,565	\$ (45,259)	\$ 132,049
For the twelve months ended May 31, 2018					
Revenue	\$ 5,247,124	\$ 564,706	\$ 664,802	\$ -	\$ 6,476,632
Gross margin	\$ 2,360,165	\$ 265,785	\$ 282,573	\$ -	\$ 2,908,523
Selling and administrative expenses	\$ 1,500,644	\$ 190,567	\$ 225,581	\$ -	\$ 1,916,792
G&K Services, Inc. transaction and integration expenses	\$ 41,897	\$ -	\$ -	\$ -	\$ 41,897
Interest income	\$ -	\$ -	\$ -	\$ (1,342)	\$ (1,342)
Interest expense	\$ -	\$ -	\$ -	\$ 110,175	\$ 110,175
Income (loss) before income taxes	\$ 817,624	\$ 75,218	\$ 56,992	\$ (108,833)	\$ 841,001
For the twelve months ended May 31, 2017					
Revenue	\$ 4,202,490	\$ 508,233	\$ 612,658	\$ -	\$ 5,323,381
Gross margin	\$ 1,894,716	\$ 230,166	\$ 255,413	\$ -	\$ 2,380,295
Selling and administrative expenses	\$ 1,138,345	\$ 177,378	\$ 211,657	\$ -	\$ 1,527,380
G&K Services, Inc. transaction and integration expenses	\$ 79,224	\$ -	\$ -	\$ -	\$ 79,224
Interest income	\$ -	\$ -	\$ -	\$ (237)	\$ (237)
Interest expense	\$ -	\$ -	\$ -	\$ 86,524	\$ 86,524
Income (loss) before income taxes	\$ 677,147	\$ 52,788	\$ 43,756	\$ (86,287)	\$ 687,404

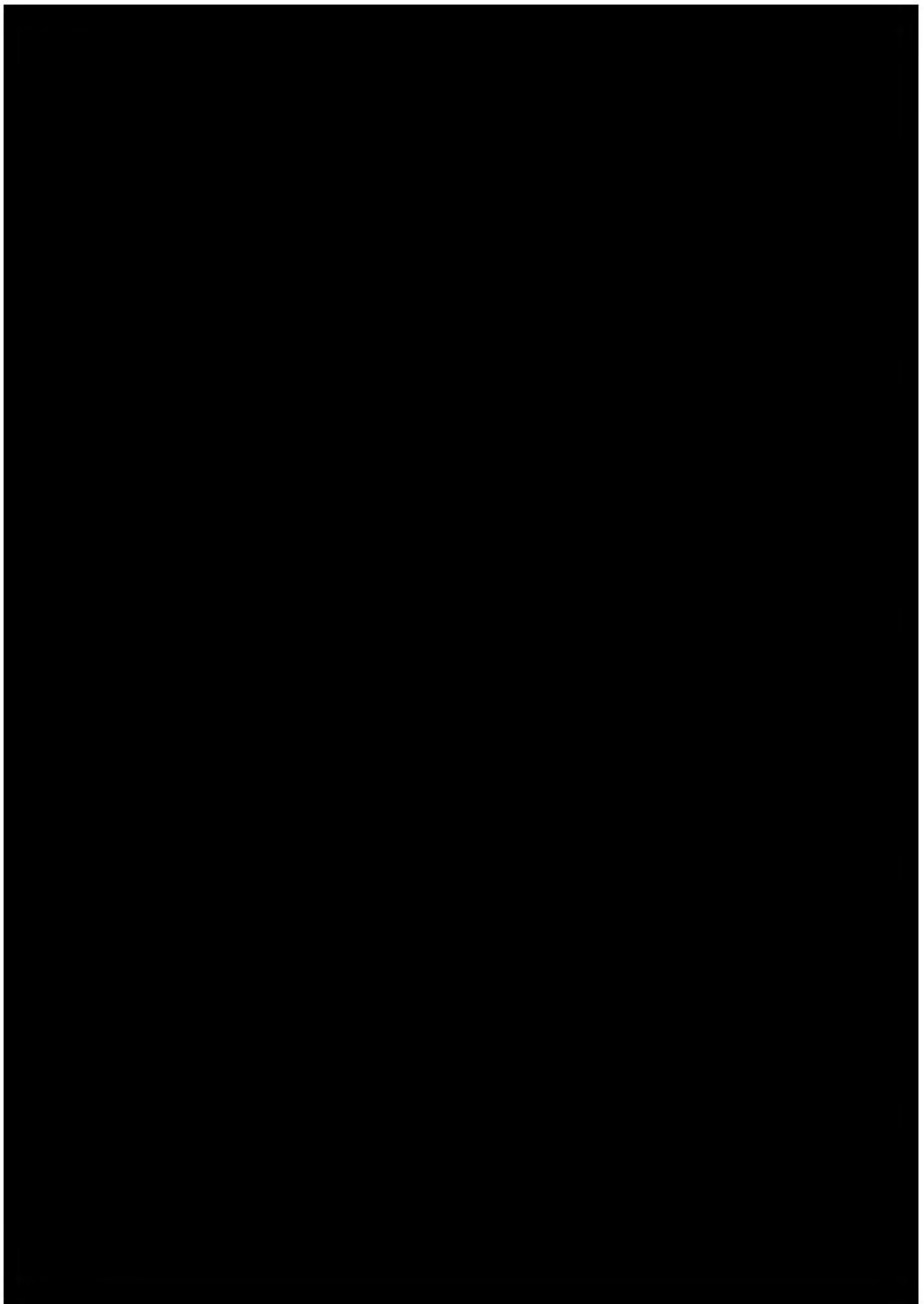
****TRADE SECRETS & PROPRIETARY INFORMATION****

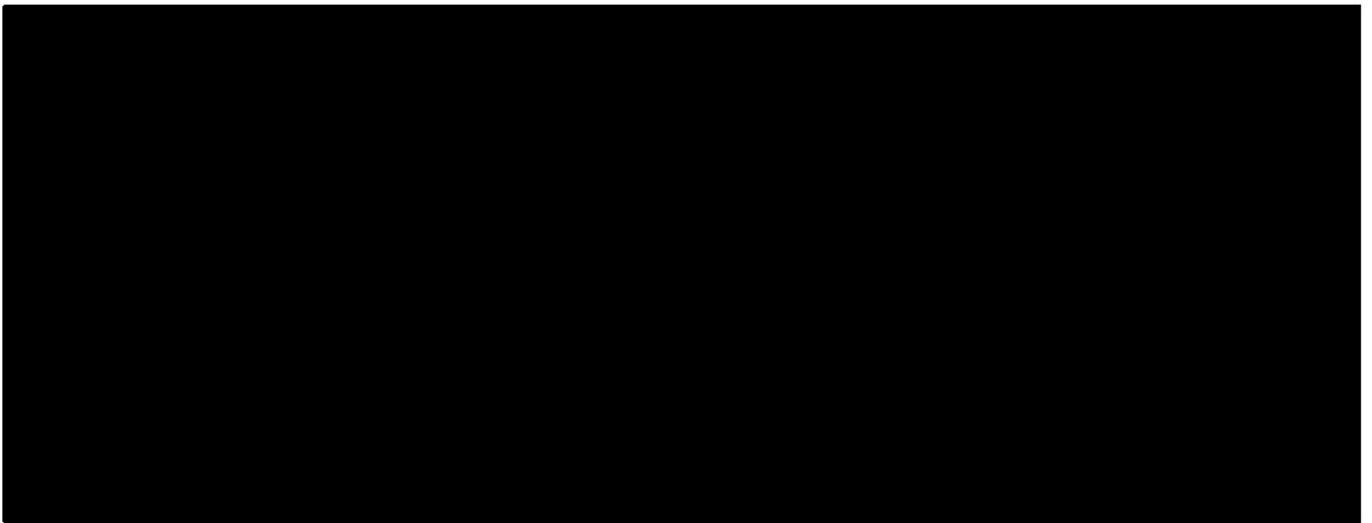
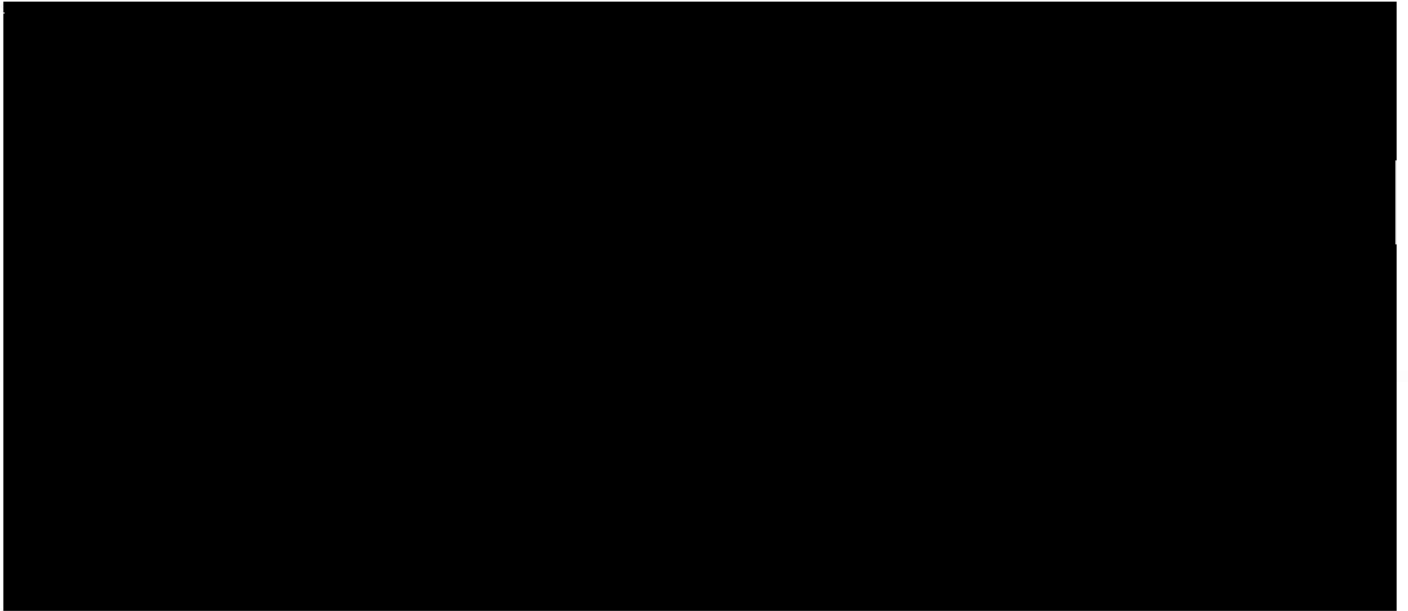
The following information is proprietary to Cintas's Business Strategy and cannot be shared publicly. This document includes the names, locations and contact information for our Sales team dedicated to this segment. It also includes our business and resourcing strategy that must be preserved.

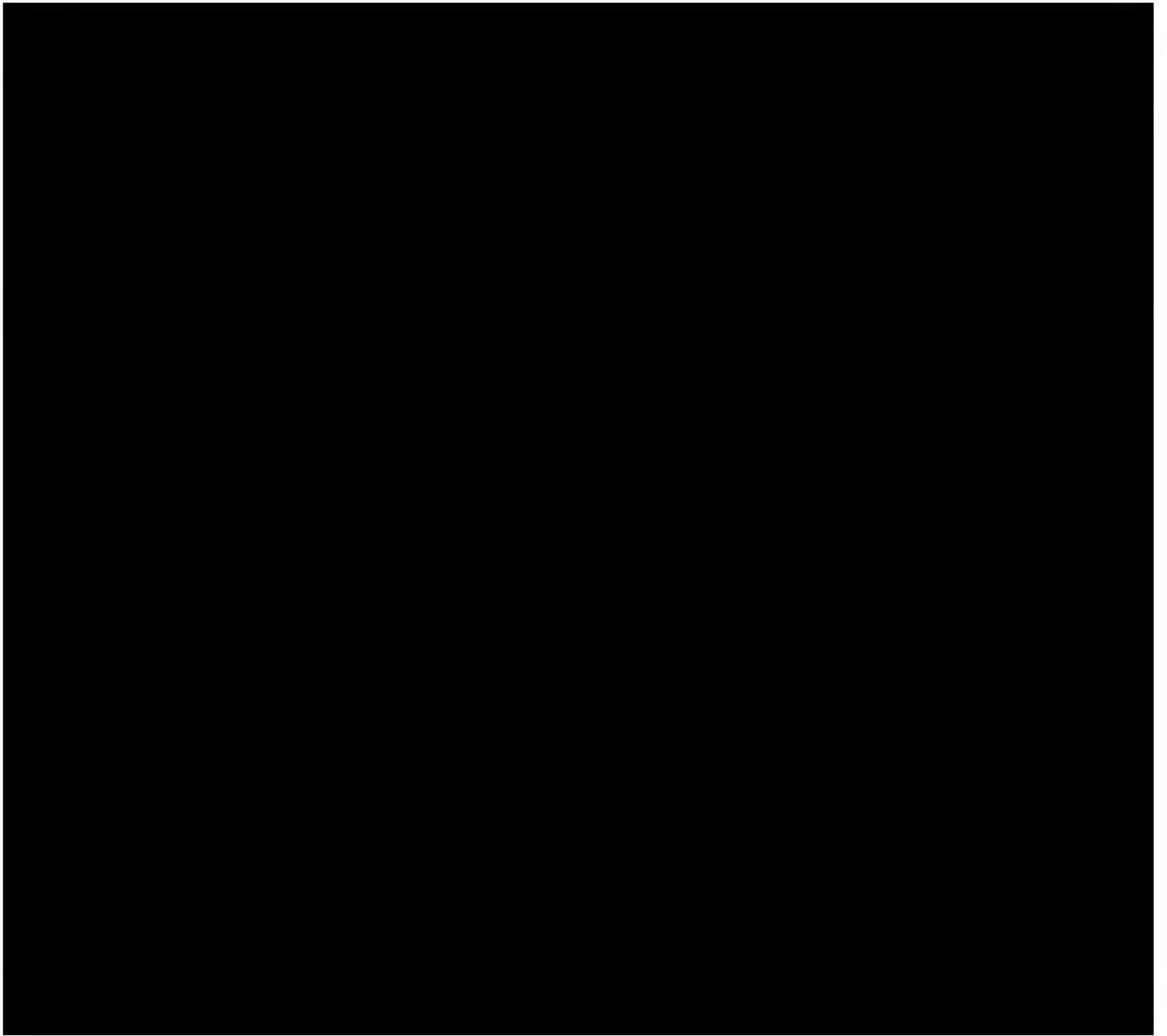














Unique Product Brands

Our unique brands keep public agency employees looking professional in retail-inspired uniforms they want to wear. Outfitted with apparel ranging from Carhartt® Rental Workwear and Chef Works® Rental Culinary Apparel.

One of things that sets Cintas apart from the competition is our relationship with these apparel providers to supply Cintas with exclusive items for our Garment Rental offering.

Carhartt® Rental Workwear

At the top of the list of brands employees want for tough jobs, Carhartt® meets the demands for durability and ease of movement required to perform work comfortably. With a rental partnership exclusive to Cintas, we can equip your employees with Carhartt® garments that are:

- Built for tough working conditions
- Preferred by employees
- Durable and comfortable



Chef Works®

Kitchen staffs needs to project a consistent image, and with uniforms from Chef Works®, they can. Find the exclusive rental uniforms for chefs, cooks, bus and wait staffs that need to present a clean and professional image. From grilling and baking to sautéing and prepping, their uniforms will remain crisp and fresh with professional laundry and delivery service from Cintas. Chef Works® garments feature:

- Exclusive designs
- Moisture-wicking performance fabrics
- Styles for any ambiance



In addition to unique offerings such as Carhartt® and Chef Works®, Cintas is continually seeking partnerships with forward thinking brands to offer our clients retail-inspired garments that the U.S. Communities Public Agencies employee will want to wear.

Product Innovation

At Cintas, we are constantly seeking to create new opportunities to serve our clients in new and innovative ways. One of our recent innovations was the creation of our Women's garment line of pants and shirts. Half of the American workforce is female. And most women can't comfortably wear uniforms designed to fit men. Cintas created rental workwear designed specifically for female body shapes. Our women's line incorporates unique style and fit features to help women look and feel better, so they are Ready for the Workday®.



Exceptions

RE: RFP #R-BB-19002

Tab #7 Exceptions

Cintas in response to the above named RFP requests that the following sections be removed from the RFP document as it relates to Cintas' ability to fulfill the requirements therein.

Section 11.7 (c) references the Davis/Bacon Act. Cintas is unable to comply with this act and requests its removal.

Section 11.8 references HUD-4010 Labor Provisions. Again, Cintas can not comply with this act and requests its removal.

In the case of both of these acts, if a public agency receives federal monies that would impact the procurement of Cintas products/services, Cintas would not pursue these opportunities.

In the General Terms and Conditions

Section 36

Termination for convenience. In a uniform program where an entity like Cintas invests thousands of dollars in purchase of and preparation of garments/facilities services, a minimum of 36 months has been the industry standard. If a public agency cancels within the minimum term time frame recompense has been used under the prior US Communities/Cintas relationship.

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 for convenience after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

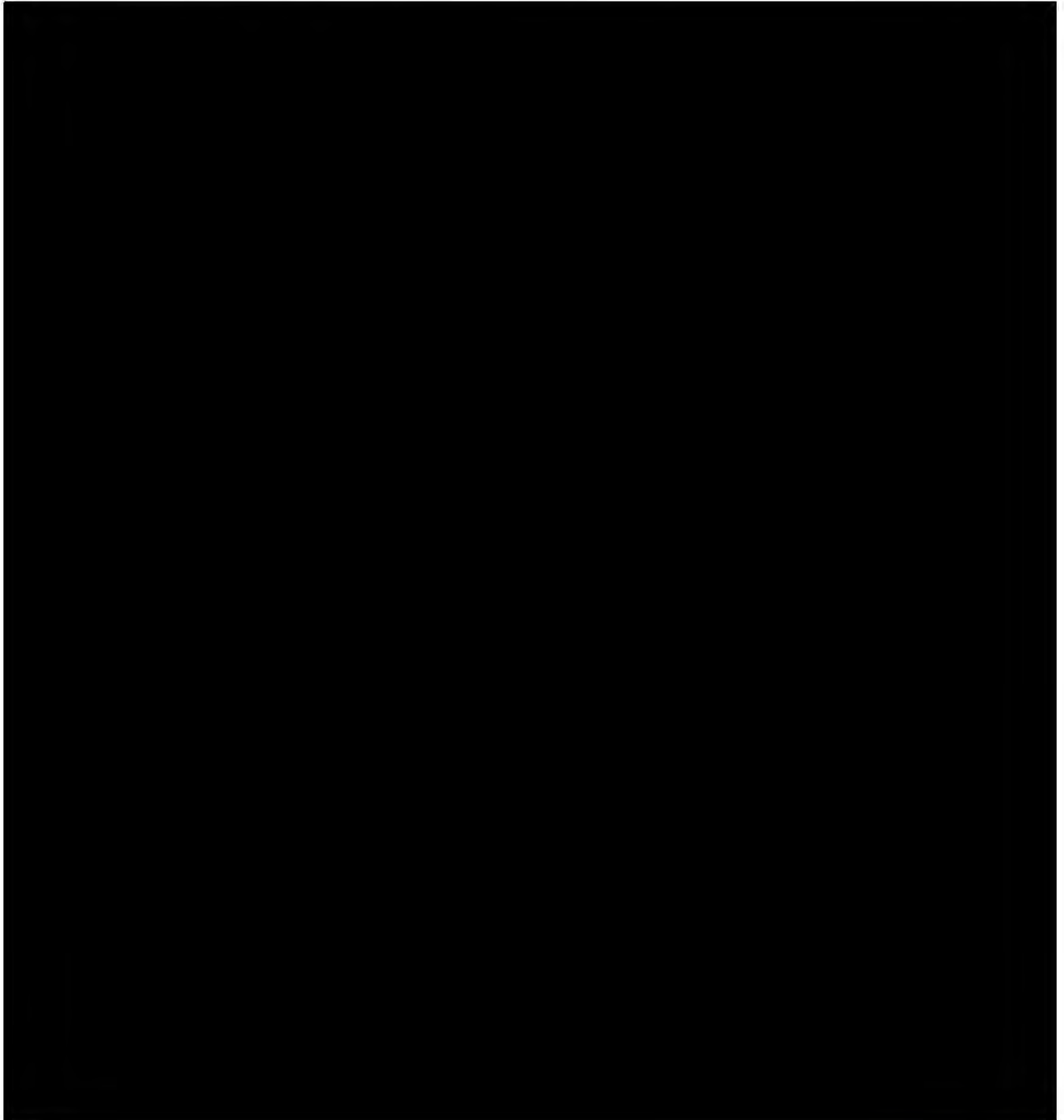
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

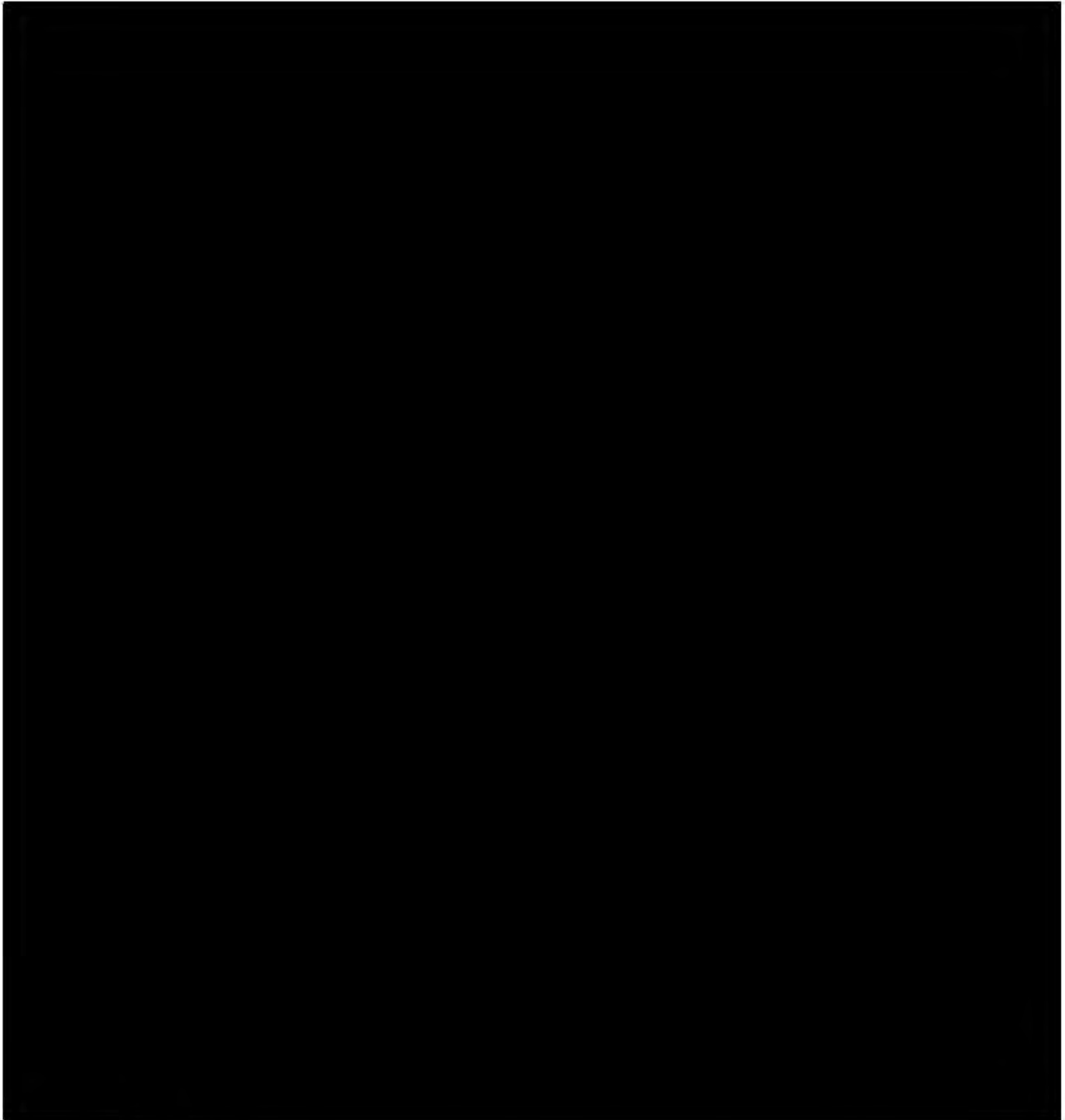
U.S. Communities Supplier Information

Supplier Information


National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Exhibit A U.S. Communities, Supplier Qualifications.





Company Overview

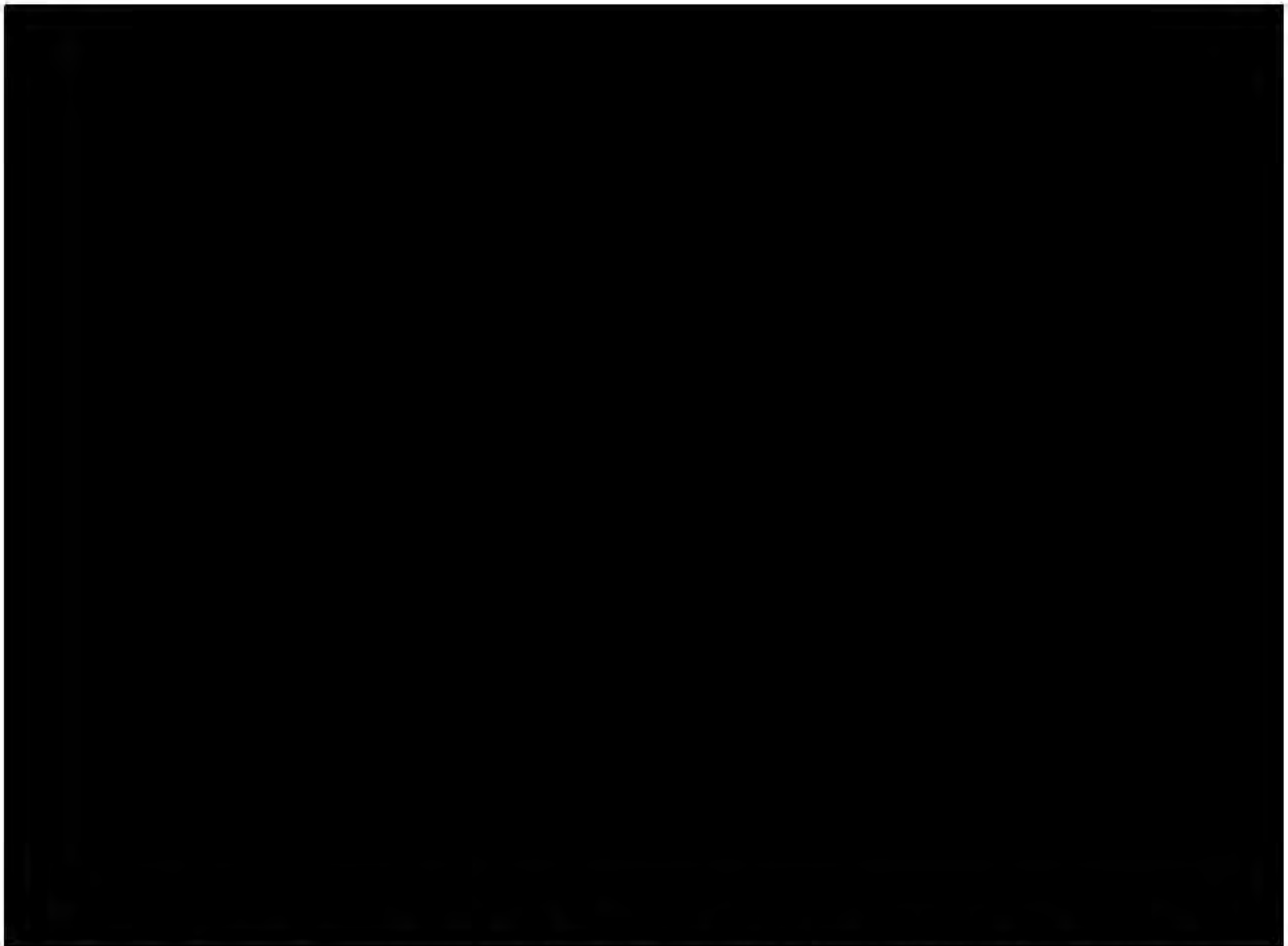
1. Please provide the total number of sales representatives employed by your company in the United States. 

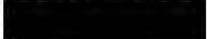


2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you currently have in place today and your future plans, if you were awarded the contract.

[Redacted content]


3. Explain how your company will educate its sales force about the Master Agreement.

[Redacted content]



4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories: 
5. For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories: 
6. Provide a list of your company's ten largest public agency customers, including contact information. 
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's names, contract scope, contract term (including contract options) and annual volume by year for each of the last three years.





Order Processing and Distribution

Answers to Questions 1-13

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Cintas Response: Please see the various scenarios below.

Direct Purchase:

- An agency places an order through a local Cintas Service Sales Representative (SSR) during a delivery or contacts a Local Catalog Manager (via phone) or a local Customer Service Representative (via phone).
- The order is taken and processed. If embroidery or other modification is required, an additional lead time will apply. This varies based on type but is typically a 5-7 day lead time.
- The order is sent out for delivery with the SSR for direct drop-off or shipped via UPS or FedEx.
- The order is completed and fulfilled.
- Once an order ships, an invoice is generated and delivered with the order (if delivered by an SSR). If the order is sent via U.S. Mail, the invoice is sent with the shipped order.

Rental Uniforms and Facility Services

- Once garments and/or services are agreed upon, the local agency enters into an agreement with a Cintas facility.
- Fitting takes place for garments and/or the placement and quantities is determined and outlined for other products/services.
- Cintas orders all garments and/or products to provide service and accounts are created.
- Garments are ID tagged.
- Garments and/or products are ready for delivery (within 2-4 weeks of local agreement being executed).
- Invoicing begins.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Cintas Response: Cintas accepts orders in multiple formats, including phone, fax, online and in-person taken at points of delivery. This varies based on the type of service and business line.

3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing

Cintas Response: Cintas currently uses several value-added systems for billing and service based on the individual service line.

4. Please provide a sample invoice that shows how a customer can see extra charges that are assessed to their account.

Cintas Response: See Attachment – *How to Read Your Invoice*

How to Read Your Weekly Cintas Invoice

- 1 Business address
 - 2 Cintas location and route number which services your account
 - 3 Day on which your account is serviced
1 = Monday
5 = Friday
 - 4 Your unique customer number
 - 5 Order your location is serviced on the delivery date
 - 6 Purchase order number
 - 7 Invoice number
 - 8 UF = Unit fixed – the number of items that are being delivered and billed for
UD = Unit delayed – items are picked up one week, but not billed until the next week based on a "soil count" for facility services items
U = Unit – an item priced per unit
F = Flat rate item
 - 9 Cintas item number
2160 = shop towel
 - 10 Entire number of items allocated to your individual location
 - 11 Number of items your location is invoiced each week
 - 12 Unit price
 - 13 Total weekly rental cost for each item
 - 14 Grand total
 - 15 Area used by the Cintas Route Driver to document any changes at your location
 - 16 Area where the customer contact authorizes the weekly invoice
- ** Pricing is for example only

CINTAS ORIGINAL INVOICE														
<div style="display: flex; justify-content: space-between;"> <div> SHIP TO: ABC COMPANY 1234 ANY STREET CITY, STATE 12345 </div> <div> REMIT TO: CINTAS #009 CINTAS CORP. - LOC. 009 P.O. BOX 630803 CINCINNATI, OH 45263-0803 LOCAL SUPPLIER PHONE 513-831-4300 </div> <div> INVOICE NO.: 12345678 INVOICE DATE: 10/06/14 </div> </div>														
<div style="display: flex; justify-content: space-between;"> <div> BILL TO: CINTAS NATIONAL RENTAL PROGRAM CENTRALLY PAID ACCOUNT P.O. BOX 107 CINCINNATI, OH 45263-3173 </div> <div> CONTACT: JOHN SMITH 123-456-7890 </div> <div> TERMS: NATIONAL PROGRAM CENTRALLY PAID </div> </div>														
<div style="display: flex; justify-content: space-between;"> <div> CONTRACT NO.: 00558 ACCOUNT NO.: 12345 STOP SER. DELIVERY CODE: 14 WILL0000 </div> <div> LOC.: 009 ROUTE: 03 DAY: 1 </div> <div> CUSTOMER P.O. NO.: 12345678 </div> <div> TAX CODE: OH-CLER-MILF </div> </div>														
LINE NO.	SOIL CNT	MIN CHG	Q	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T	Z	
1					UNIFORM ADVANTAGE	UF	2	81	81	0.600	40.60	N		
2					SM SHOP TWL-RED	UF	2160	5	5	0.600	2.50			
3					SM SHOP TWL-RED	UF	2160	100	100	0.600	60.00			
4					PENDER COVER	UF	2191	2	2	1.500	3.00			
5					3X10 RED NAT	UF	84015	2	2	9.500	19.00			
6					SHORTS	UF	741	11PT		0.600	5.60			
7					COMFORT SHIRT	UF	935	11SH		0.600	5.60			
8					COMFORT PANT	UF	945	11PT		0.600	5.60			
9					HENRY PHILIP						18.50			
10					QT1200 -STD Q EMB	U	2 X	124	11	2.000	22.00			
11					BA0200 -STD NAME	U	2 X	124	11	2.000	22.00			
12					QT1200 -STD Q EMB	U	2 X	124	2	2.000	4.00			
13					BA0200 -STD NAME	U	2 X	124	2	2.000	4.00			
14					MAKEUP CHARGE	U	2 X	125	11	1.000	11.00			
15					MAKEUP CHARGE	U	2 X	125	11	1.000	11.00			
16					MAKEUP CHARGE	U	2 X	125	2	1.000	2.00			
17					COMFORT SHIRT	UF	2	11SH		0.600	5.60			
18					COMFORT PANT	UF	2	11PT		0.600	5.60			
19					HIP LENGTH JKT	UF	2	2JK		1.000	2.00			
20					ANNA MARIE						89.00			
21					COMFORT SHIRT	UF	3	11SH		0.600	5.60			
22					COMFORT PANT	UF	3	11PT		0.600	5.60			
23					HIP LENGTH JKT	UF	3	2JK		1.000	2.00			
24					SCOTT SUMMERS						13.00			
25					SERVICE CHARGE	F	1 X	106		10.600	10.60			
SUBTOTAL										6.750	67.50			
SALES TAX											244.00			
INVOICE TOTAL											264.57			
REVIEWED BY					SIGNATURE					INVOICE # 009588427				
										FINAL TOTAL				

CINTAS

5. What system do you use to track garments as they are picked up and returned to a customer location? [REDACTED]

6. What is your return rate (rate of successfully returning the correct garments to the correct users)? [REDACTED]

7. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Cintas Response: Our normal payment terms are net 15 for rental services and net 30 for direct purchase, Fire Protection and First Aid and Safety.

8. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Cintas Response: Cintas accepts procurement cards for all service lines if they are branded by a national credit company/processor.

9. Describe how your company proposes to distribute the products and services nationwide.

Cintas Response: Upon contract execution, the details of the National Agreement will be communicated to each location via a "Program Requirements Document." These details are also set up in our central computer system. This serves as a "computer lock" process to ensure that the product, inventory and pricing at all locations conform to the National Agreement and is controlled by our National Rental Care Team.

10. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable). [REDACTED]

11. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Cintas Response: Cintas can provide a wide variety of reports such as product usage, sales and inventory. Many reports can be customized to the individual needs of an agency. As a course of action and experience, Cintas has created reporting to address the needs of the client. Some examples have been related to Supplier Diversity, Sales by Business Line, Sales by Garment Type, Sales by Department

and the like. Cintas' local and national account management teams are well versed in providing public agencies the reporting required to fulfill all requirements.

12. Describe your company's ecommerce capabilities: [REDACTED]

13. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Cintas Response: Supplier Diversity is more than a program at Cintas. It's a strategic business philosophy and a competitive advantage. We actively support the growth and development of minority- and women-owned businesses through a robust work plan that requires the collective efforts of the entire organization. Our goal is to expand and maximize the use of our network of certified diverse suppliers to enhance value and drive a competitive advantage in the marketplace.

Supplier Diversity Champions

As a major corporate initiative with widespread support, supplier diversity has earned the tremendous support of Cintas senior executives. Our commitment is demonstrated through the development and engagement of the Supplier Diversity Executive Steering Committee. Members of the committee also consider themselves "supplier diversity champions." These senior-level change agents advocate internally and externally for the wisdom and necessity of building a supplier network that is reflective of the diverse business community. They are actively advancing our journey to world-class status.

Increasing Spend with Diverse Suppliers

We challenge ourselves each year to escalate both the dollar amount and percentage of our budget spent with diverse suppliers. The Fiscal Year 2018 was no exception. We spent over \$201 million with minority- and women-owned businesses, which represented 12% of our total external domestic spend.

For our efforts, Cintas was honored to receive Corporation of the Year nominations for the National Minority Supplier Development Council and South Central Ohio Minority Supplier Development Council.

National Advocacy

Cintas is active in two pivotal diversity organizations – the National Minority Supplier Development Council and Women's Business Enterprise National Council. Pamela Brailsford, Senior Director of Supplier Diversity and Sustainability, speaks nationally on best practices in building supplier diversity programs.

Business Development Courses

Cintas invests in the long-term sustainability of minority- and women-owned businesses by sponsoring a series of business development courses. In Fiscal Year 2018, more than 100 diverse supplier representatives from more than a dozen businesses participated in the courses at no cost, which included Green Belt Six Sigma Training, Leading Negotiations, Meticulous Hiring and Strategic Selling.

- **Strategic Selling** – Learn how to develop and implement a strategic action plan for managing the sale of accounts and leveraging a value proposition.
- **Leading Negotiations** – Learn effective negotiation skills through interactive discussions and simulations.
- **Six Sigma Green Belt Training** – Learn how to utilize traditional lean strategies and receive an overview of the Six Sigma DMAIC (Define, Measure, Analyze, Improve and Control) process and tools.
- **Meticulous Hiring** – Learn how to create a systematic hiring process and work on improving skills vital for making effective hiring decisions



Mentoring Programs

Cintas is deeply engaged in formal mentoring programs such as the Greater Cincinnati/Northern Kentucky African American Chamber Breakfast with the COO Program and the National Minority Supplier Development Council Centers of Excellence.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide. [REDACTED]

2. Explain how your company will market and transition the Master Agreement into the primary offering to participating agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

Since Cintas is the incumbent provider, U.S. Communities is already the primary offering to participating public agencies, the Sales/Marketing strategy below details this plan in full. Our systems allow us to segregate the existing U.S. Communities clients under the prior lead public agency and identify those under the contract with PWCS. All contracts under the prior lead public agency will be reported to U.S. Communities under its contract number and future PCWS related sales will be reported separately.

3. Please describe your sales goals if awarded the Master Agreement, including targeting dollar volume by year? [REDACTED]

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Exhibit A U.S. Communities Information, New Supplier Checklist, along with the amount of time to be devoted to implementation. Aiman Kelly Phil Tonya Craig

[REDACTED]

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of these roles described below:

[REDACTED]

3. Provide an organizational chart of your organization [REDACTED]

4. Submit a bio for each of the below personnel: [REDACTED]

- a. National Account Manager
- b. Primary responsibility of the account
- c. Key Executive Personnel

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth in Section 4 of the RFP.

Cintas response: Cintas' uniqueness is the ability to be the sole source supplier for uniforms (rental and direct purchase), first aid & safety, fire, facility services and promotional products.

A sole source supplier offers a number of benefits to agencies such as streamlined ordering and a reduction in the number of purchase orders that need to be issued which can result in savings to the agencies procurement group.

2. Please describe any trainings and education programs you offer:

Cintas Response: Cintas offers a wide variety of employee training programs through our First Aid and Safety Division. These courses are offered in a variety of formats and topics such as instructor-led, online and DVD. This is in addition to the previously mentioned minority and women-owned business training we do in our local communities.

Topics include CPR, AED, Fall Protection, Hazardous Materials, OSHA Record Keeping and many others.

3. Please provide any consulting services included in your offering.

Cintas Response: As part of our training programs (see answer above) Cintas does offer many training programs related to safety and emergency preparedness.

For additional information please visit:

<https://www.cintas.com/compliance-training/>

4. For rental uniforms how do you ensure each employee receives their specific garments?



5. Do you inspect rental garments for quality each time they are laundered? What are the criteria used to decide if an item needs to be repaired or replaced?

Cintas Response: Cintas performs 100% of the inspections of the garments. At most Cintas facilities, the inspection process is performed using patented inspection/work stations. The patented inspection/work stations are ergonomically designed so that a minimum of movement and physical exertion are required by the operator. These special stations were designed and patented by Cintas engineers specifically for this application and are unparalleled in comfort, efficiency and performance in the apparel industry.

Another quality inspection is completed by an employee from the service department on the customer's behalf before the garments are returned to the customer. This is done by sampling a sufficient number of garments to get a statistically valid result. A weekly report is generated with the results of this second audit for the General Manager and Plant Manager to review and make ongoing improvements as needed in the inspection process. This report indicates the number of garments that are repaired and replaced on a weekly basis to guarantee the highest quality.

6. How does an employee know what size to order?

Cintas Response: Cintas provides garments at no cost during a fitting and fits each employee to ensure a proper and professional fit that meets the agencies requirements. If an agency requires samples or fit lines to remain on a property, Cintas will work with the individual agency to offer best/competitive pricing.

7. Can you embroider uniforms? Cost and lead time.

Cintas Response: Yes, Cintas can embroider garments. The cost and lead time vary based on the stitch count, quantity and placement.

8. With what frequency do you pick up uniforms for rental uniform programs? How quickly are clean uniforms returned?

Cintas Response: Each worker will have enough uniforms for two weeks. One clean set is for his current workweek. Meanwhile, the other set is at Cintas being laundered and checked for repairs. The system is flexible so it can be customized to provide the right amount of extra uniforms to make sure there are enough to cover individual work schedules or other

requirements. A uniform program will provide every worker with a clean uniform for every workday.

On a weekly basis, your Cintas rep will come to your facility to pick up garments that have been worn since his or her last visit and to drop off each worker's clean uniforms for the coming week.

9. How do you handle lost garments? What is the replacement cost?

Cintas Response: The Cintas Sales and Service Representative (SSR) can see if a garment has been lost in one of two ways. The SSR can scan it in with their PRC at the customer site and check if it didn't make it back on his/her truck for delivery the following week. In this situation, the plant should order a garment to replace the missing one. This can be indicated on the customer service summary.

TruCount™ as described above can also help in the recovery of lost garments. The process as described allows for each garment in the client's program to be accounted for and as noted, there is a Cintas partner assigned in each location to locate every missing garment in the plant and return to the client's program.

Those garments that are required to be replaced in the client's program are identified. This is usually due to wear and tear on the garment and thus the need to replace. Loss/Replacement charges are included on the pricing schedule for all garment rental items.

10. How do you dispose of old uniforms?

Cintas Response: Uniforms that are no longer in service and are in wearable condition will be donated to a charitable cause after all client specific logos/branding are removed.

11. Do you allow for temporary suspension of uniform rentals if an employee is on vacation or leave?

Cintas Response: Yes, Cintas does allow for a pause in service due to employee leave.

12. What is the set-up process when a new employee is added to an existing rental program? What is the process for removing an employee indefinitely?

Cintas Response: When new employees are hired, it is the customer's responsibility to notify Cintas of the new employee, either at the time the Cintas SSR's scheduled visit, or by calling the local Cintas facility. Once notified the SSR will visit the location to measure the new employee. The new employee will be provided with uniforms the following week provided they wear standard sizes of standard stocked garments.

13. Are you able to provide – at no charge – lockers, soiled hampers, rolling racks and storage bins?

Cintas Response: Cintas has a minimal charge for these items. Our pricing for those items can be negotiated for a lower local rate based on the overall opportunity and need.

Environmental

1. Provide a description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments.....

Cintas Response: We are committed to environmental and economic sustainability – a goal that demands constant innovation. To help ensure we remain a financially healthy we are continually looking for more sustainable ways to run our business. At Cintas, every decision, large or small, considers the current and future environmental impact on our employee-partners, communities and customers.

Cintas is committed to the communities in which we do business and will conduct that business in an environmentally sustainable manner. We do that in the following ways:

Laundry Facilities

- Laundry Environmental Stewardship Program (LaundryESP®) - Cintas is a charter member of the Laundry Environmental Stewardship Program (LaundryESP®), whose intent is to improve the environmental performance in the industrial laundry industry.
- Waste Water Treatment - Unlike individual home-washing, Cintas laundry facilities treat waste water before discharging which reduces water usage and the volume of pollutants discharged to publicly owned treatment works and the environment.
- NPE-Free (Nonylphenol Ethoxylate) Detergents - Cintas has transitioned companywide from a Nonylphenol Ethoxylate (NPE) based detergent to a new, more environmentally-friendly detergent for use in all of our laundry facilities. Cintas was the first major industrial laundry company to convert 100% from a Nonylphenol Ethoxylate based detergent.

Energy Usage

- Energy Star - Cintas has partnered with the U.S. Environmental Protection Agency on its ENERGY STAR program. The program provides a strategic approach to energy management by tracking an organization's current energy-efficiency and future improvement. The focus on energy usage benefits both consumers and the environment by lowering utility bills and increasing the use of energy-efficient products and practices.
- Ecova - Cintas uses Ecova, an energy and sustainability management company, which tracks the consumption and cost of utilities, as well as our carbon footprint data. This allows us to establish a baseline for improving energy usage and carbon emissions.

- **Electricity** - In an average Cintas facility, approximately 25% of electricity usage comes from lighting. Cintas is converting all facilities to energy efficient lighting.
- **Heat-Air Recycling** - Through new innovations like heat-air recycling, Cintas has cut in half the electricity once required to complete the laundry process.
- **Heat Re-Claimers** - Cintas laundry facilities have heat re-claimers which reclaim about 95% of waste heat from boilers allowing us to use no energy to heat incoming water.
- **Modern Moisture Measurement Methods** - Cintas has been able to achieve as much as a 50% reduction in garment drying time by using modern moisture measurement methods, saving significant amounts of fossil fuel and related greenhouse gas emissions.

Fuel Usage

- **Condensed Routes** - Over 75% of Cintas' five-day routes have been geo-coded and condensed into four-day routes to save fuel and reduce the number of vehicles on the road.
- **Idle Shut-off** - Cintas has installed idle shut-off software on delivery trucks to reduce fuel consumption.

Cintas' Sustainable Products and Services

Plant-based AR Red™ Collection

Made with DuPont™ Sorona® renewably sourced fiber, the fabric we use in our AR Red™ Collection reduces carbon dioxide emissions used in the manufacturing process by as much as 63 percent. The collection was created in collaboration with the well-known Austin Reed brand and consists of options for both men and women.

Promotional Products

- Cintas created the "Go Green" logo to easily identify products made from "green" content. From organic tote bags and recycled notebooks to energy-savers for appliances and bamboo accessories, we offer a variety of items for your sustainable business practices.

Facility Services

- **Sanis UltraClean® Service/Carpet Cleaning Service/Paper Products** - The majority are Green Seal® Certified. Green Seal® Certification ensures that a product meets rigorous, science-based environmental leadership standards. Green Seal® Certification assures manufacturers and purchasers that certified products are better for human health and the environment.
- **Signet Cleaning Chemical Service** - This service reduces cleaning chemical usage and water consumption. Approximately 30% less chemical is used from our Signet® Cleaning Chemical Service than when free pouring concentrates (incorrectly mixed or accidentally spilled)

- Cintas' Drain Line Maintainer - This service meets the EPA's Design for the Environment challenge for biological commercial kitchen drain line treatments.
 - Microfiber Cleaning System - Cintas provides the Microfiber Cleaning System which results in more than a 90% reduction in chemical and water use.
 - Phoenix Floor Mats - We have switched from the industry standard fiber to a newly developed Phoenix fiber. Post-consumer waste is gathered, ground and extruded to produce a high-quality fiber. This new Phoenix fiber keeps thousands of bottles out of landfills each year. The recycled content adds to Cintas' commitment to sustainability and environmental stewardship.
 - Chemtron Coil Cleaning - Proper professional deep cleaning of A/C units with a Green Clean Process. Pollutants are removed from the A/C unit which reduces in-room energy consumption by up to 9% and improves indoor air quality, resulting in health benefits for allergy and asthma sufferers.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you can help public agencies navigate toward the green products in your offering.

Cintas Response: Cintas is committed to improving the lives of our customers, employee-partners and communities by integrating environmentally sustainable practices, principles and solutions across our business lines. At Cintas, our employee-partners are fully engaged in practicing workplace sustainability, environmental stewardship and environmental issues affect our decision-making at all levels. Our suppliers are also an instrumental part of our sustainability efforts. Throughout the Cintas supply chain, our business partners demonstrate an ongoing commitment to environmental best practices and we work together to find sustainable solutions. Sustainability is an essential core value throughout Cintas, but it's also important for us to partner with communities and organizations that share our commitment to environmental stewardship.

Please visit our Corporate Social Responsibility Report to learn more <https://cintascare.com/>

3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as....

Cintas Response: Green Seal® certified today in the hygiene category:

- Centerpull Towel 650'
- White Auto Hard wound Towel
- Signet FC4 – Neutral floor cleaner
- Signet GL1 – Glass & multi-surface cleaner

UL Ecologo: We will have a soap and a few sanitizers, transitioning between now and the end of October 2018:

- Signature Series Moisturizing Foam

- Germ-X Advanced Hand Sanitizer Gel (Traditional Series)
- Germ-X Advanced Hand Sanitizer Foam (Signature Series)
- Germ-X Advanced Hand Sanitizer Foam (Traditional Series)

U.S. EPA Safer Choice

- DLM (Drain Line Maintainer)

4. Describe your company's recycling services. Describe any buyback or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or to avoid difficult to recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Cintas Response: We incorporate extensive recycling programs throughout our facilities and utilize the latest technologies in product movement and shipment to reduce the need for packaging and waste. We donate clean used clothing to charities that help people in developing countries and donate used equipment for training and jobs-skills programs. We operate an extensive recycling and reuse for all categories of waste streams to include cardboard, plastic, paper and textile waste.

Additionally, four years ago Cintas initiated a Zero-Waste-to-Landfill initiative focused on our Distribution Centers (DC's) that manage our rental and direct sale garments. Zero-waste-to-landfill programs typically aim to have all or nearly all waste streams produced by an organization diverted from landfills. Instead, the materials are reused, recycled, or disposed of via some other type of responsible outlet. The Cintas goal is to have our DC's diverting at least 90 percent (or more) of their waste away from a landfill. As of June 2018, seven of our DC's have received Gold status under the TRUE (Total Resource Use and Efficiency) Zero Waste certification system administered by Green Business Certification Inc. (GBCI) – an achievement we are very proud of!

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Cintas Response: The Cintas catalog offers more than 100 apparel styles made with partial and /or 100% recycled polyester, as well as our popular Regeneration Suiting Collection made from textiles created from plastic bottles. Our product line is reviewed annually, and our merchandising team is always looking to add new products to our offering that are sustainable. This includes garments and other items such as floor mats, soaps and paper products.

Financial Statements

1. Submit your latest Dunn & Bradstreet Report

Cintas Response: Cintas does not provide a D&B report however all of Cintas' financial information can be viewed within the link below:

<https://www.cintas.com/investors/financials.aspx>

2. Please include an audited income statement and balance sheet from the most recent reporting period. [REDACTED]

U.S. Communities Worksheet for National Consideration

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES ☒ NO ☐
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES ☒ *NO ☐
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ☒ *NO ☐
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
☐ Sales between \$0 and \$25,000,000
☐ Sales between \$25,000,001 and \$50,000,000
☐ Sales between \$50,000,001 and \$100,000,000
☒ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES ☒ NO ☐
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ☒ NO ☐
- G. Will your company commit to the following implementation schedule?
YES ☒ NO ☐
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES ☒ NO ☐

Submitted by:

Craig Jackson
(Printed Name)

National Director
(Title)

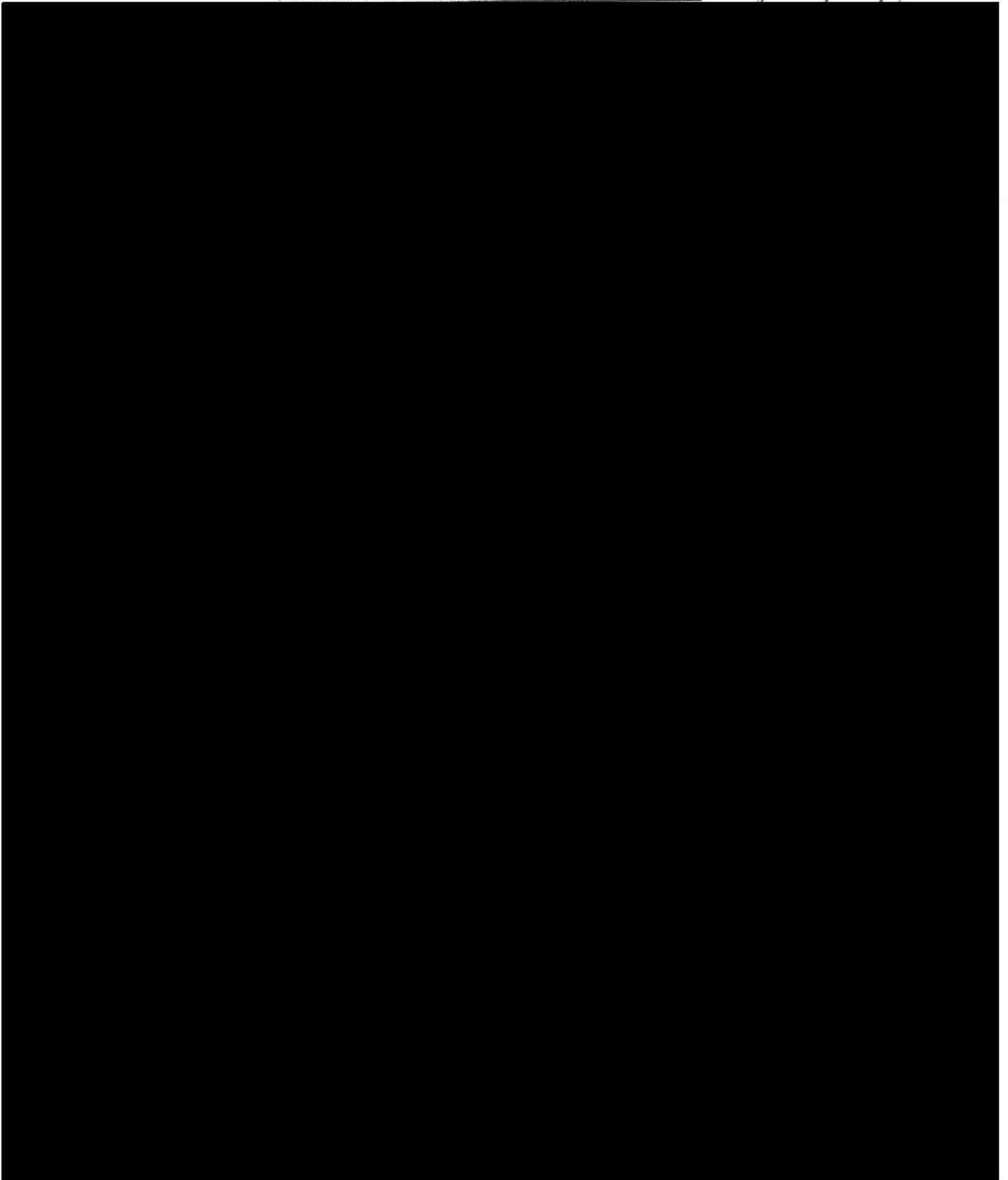
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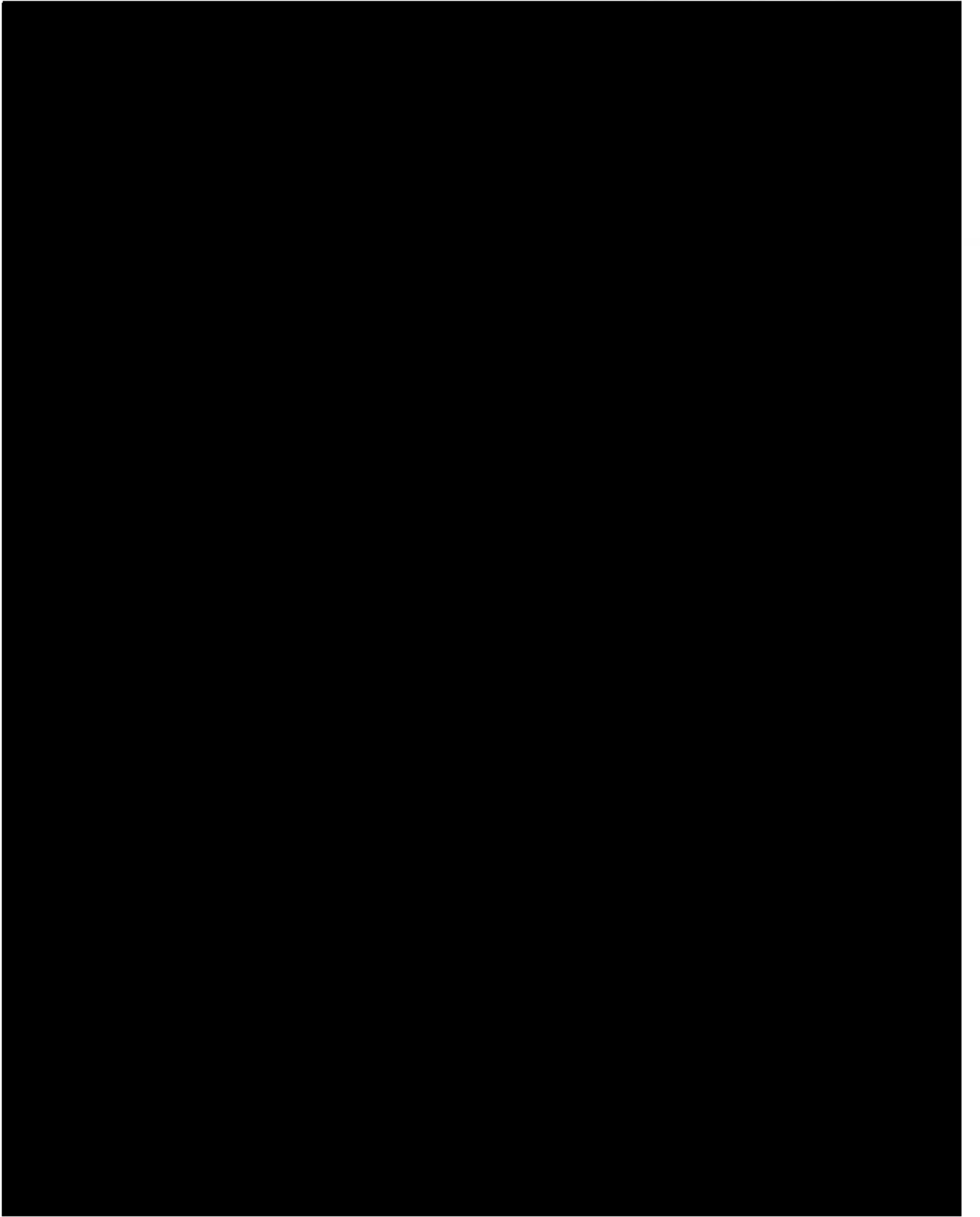
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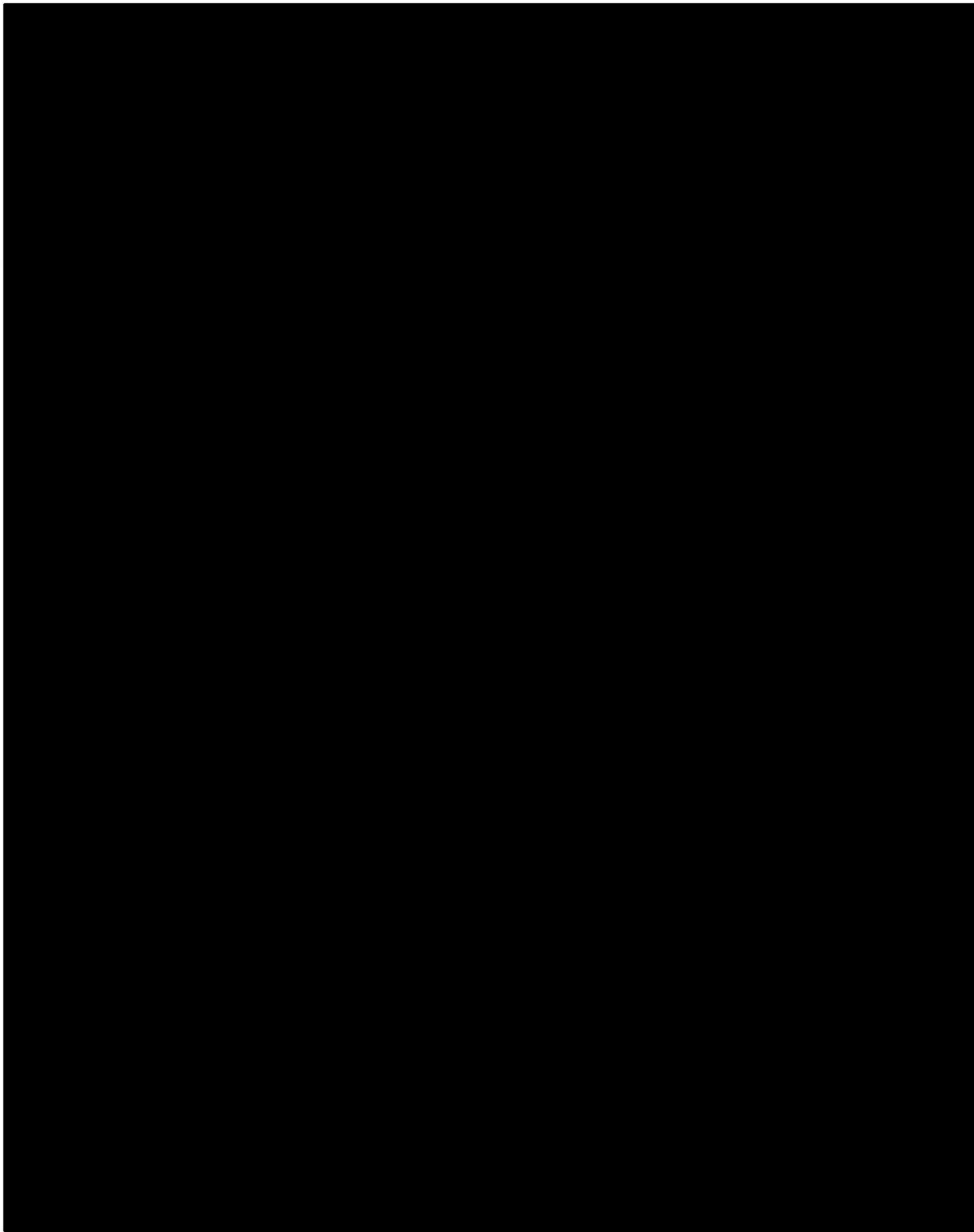
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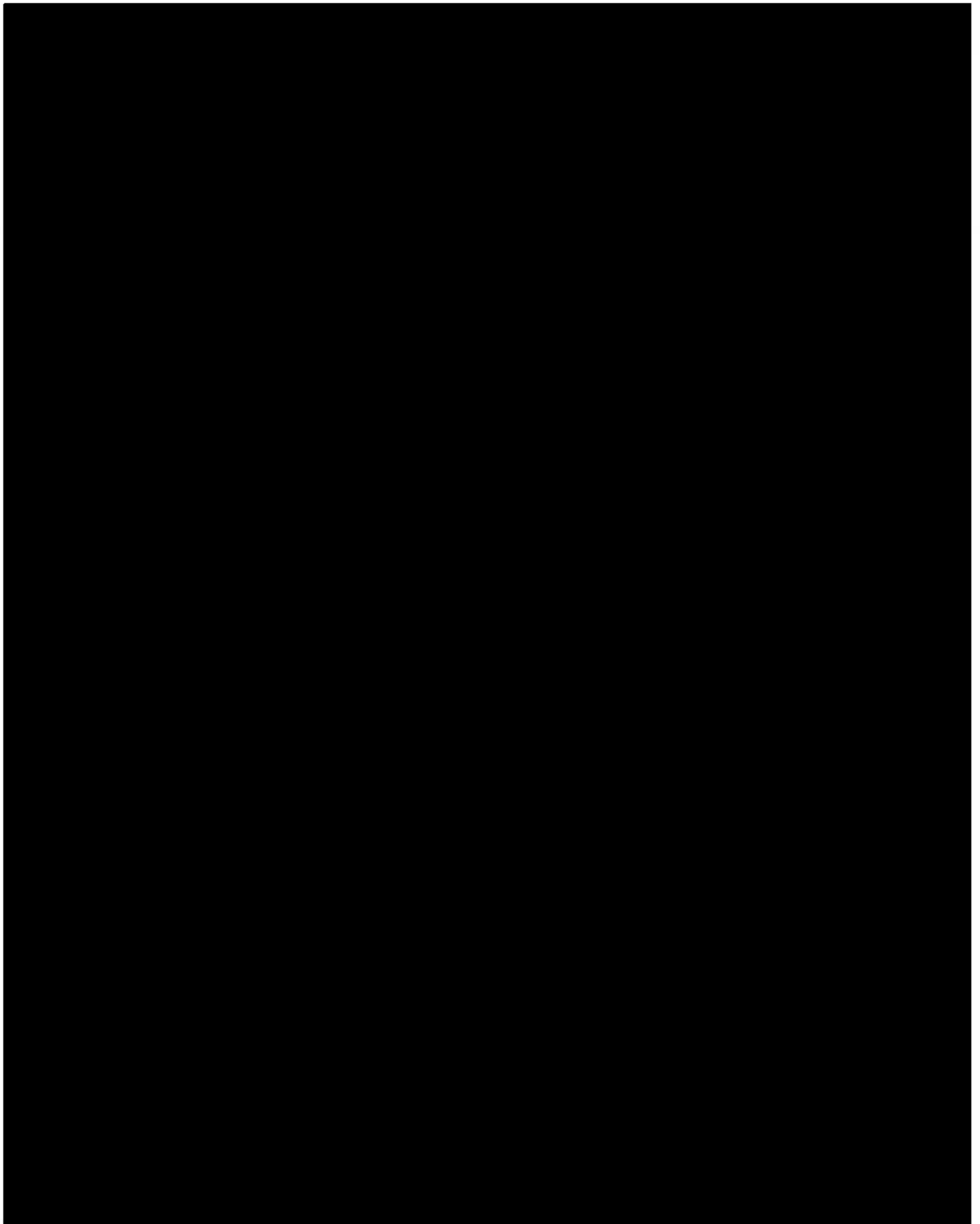
ADMINISTRATION AGREEMENT

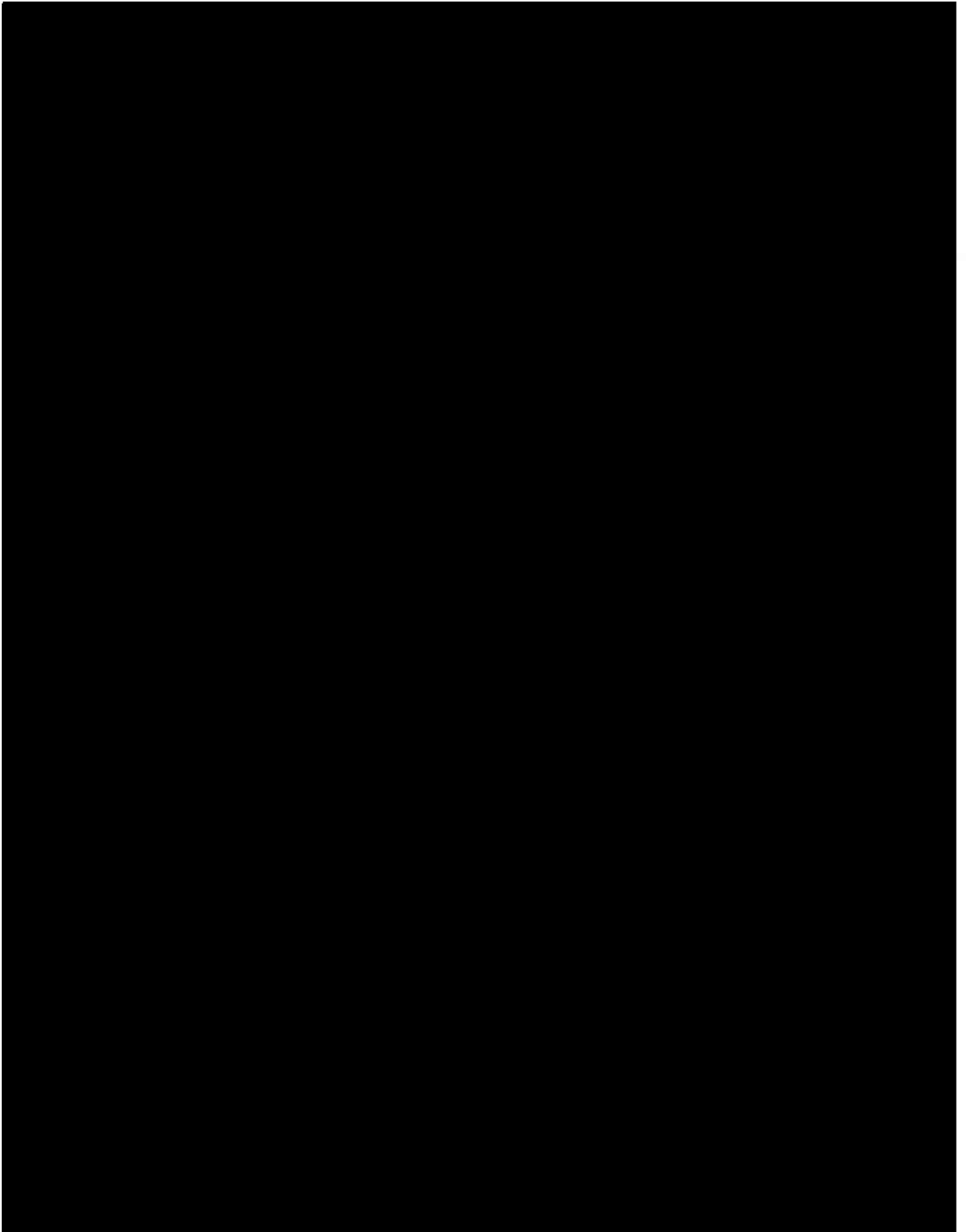
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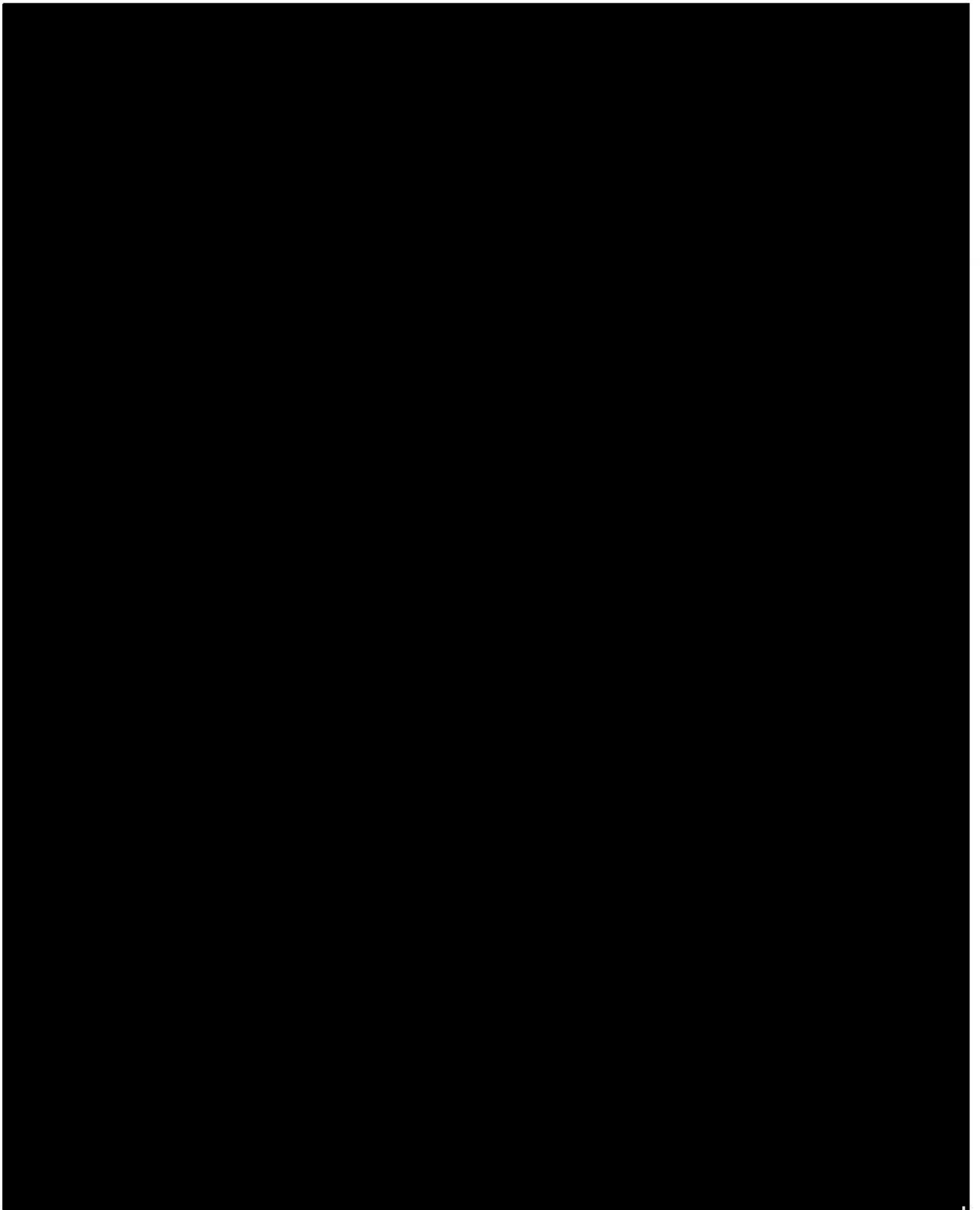


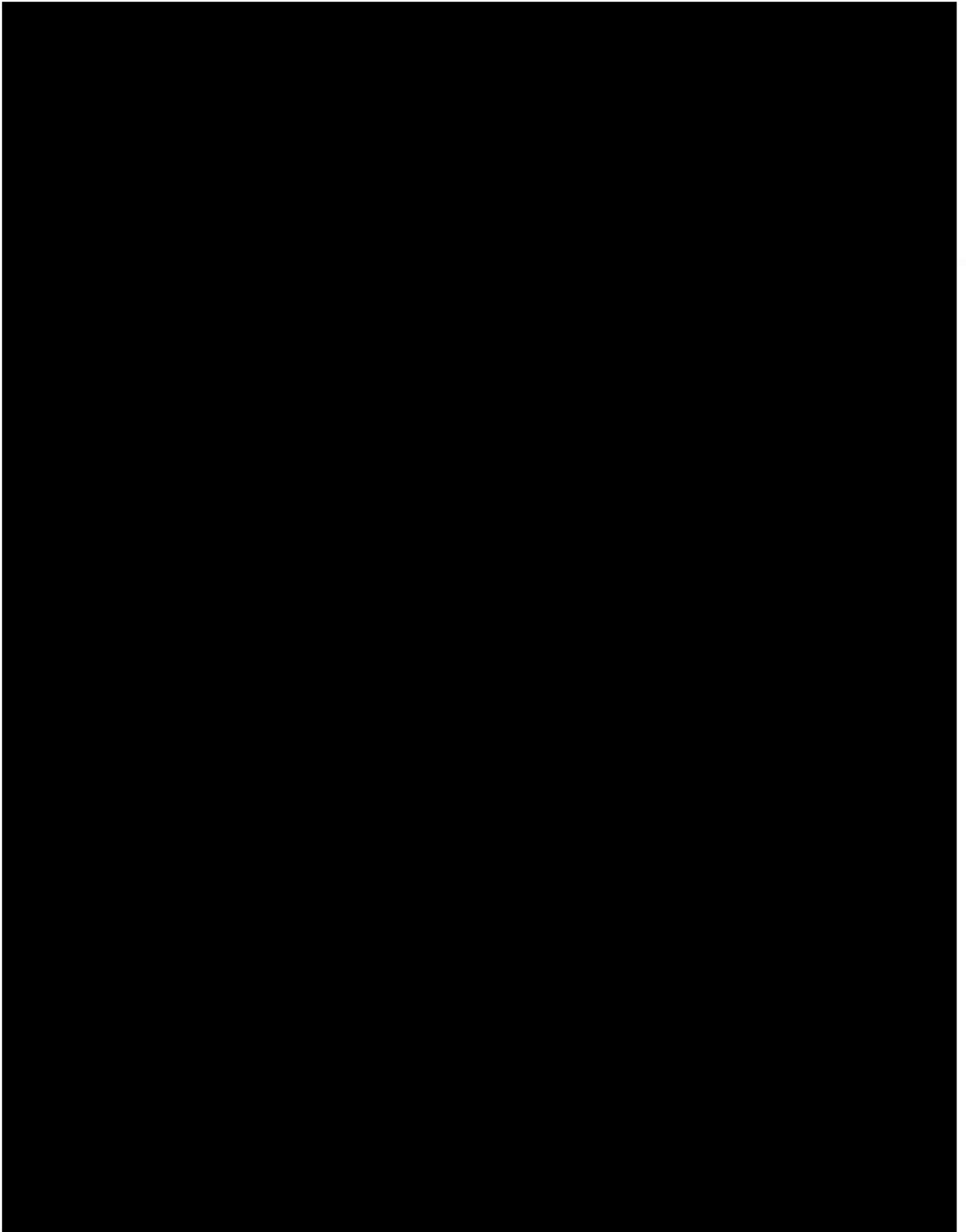


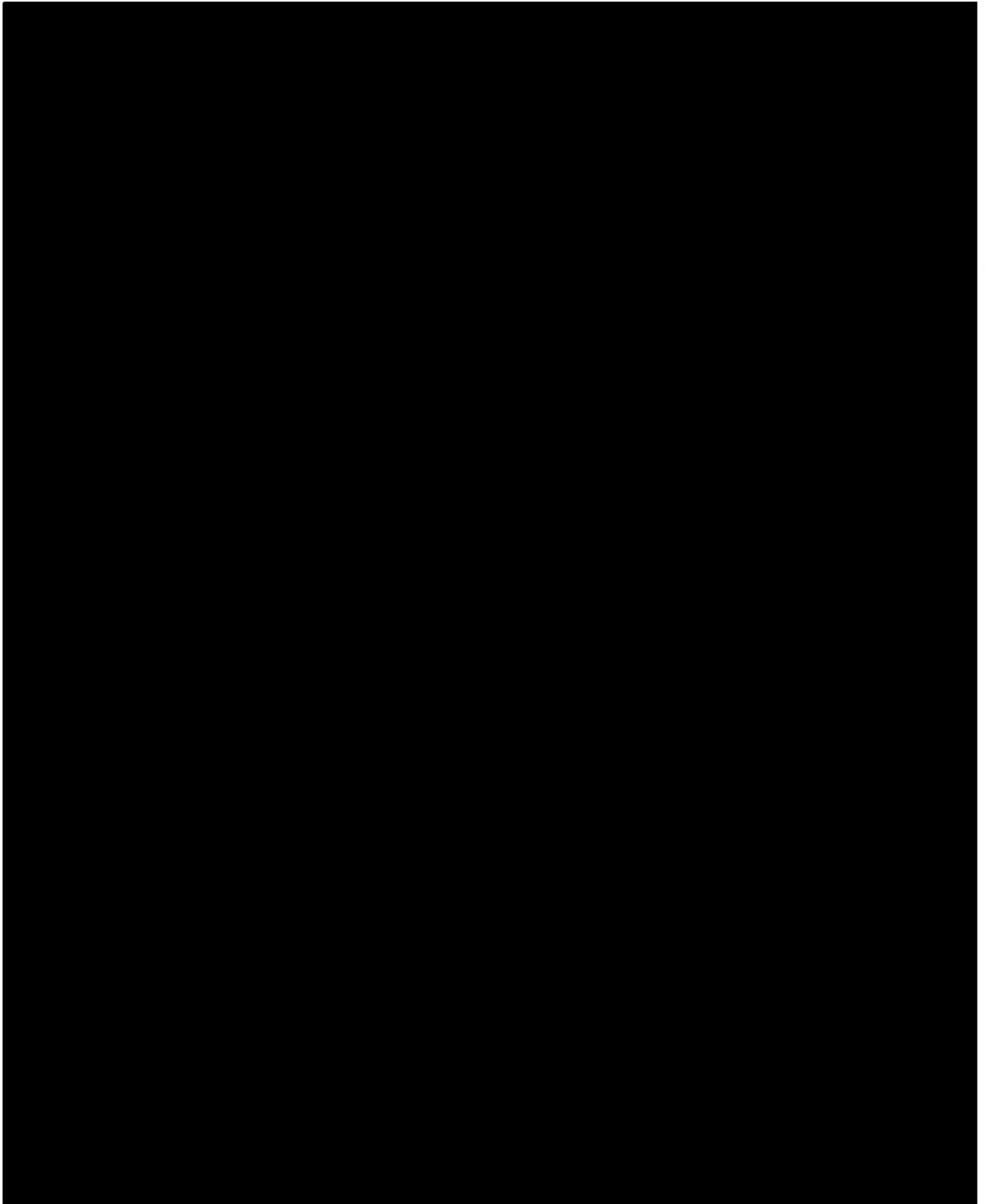


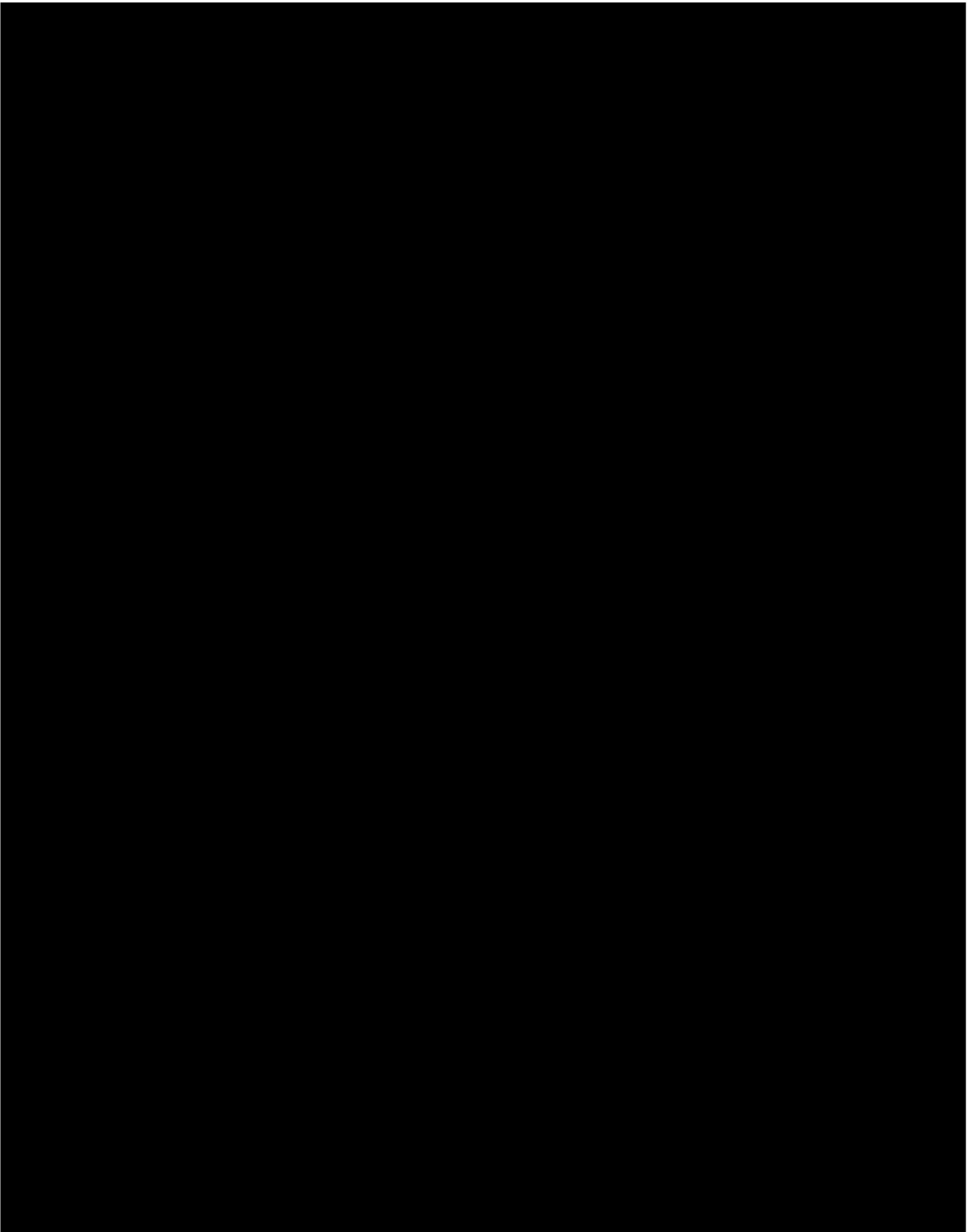


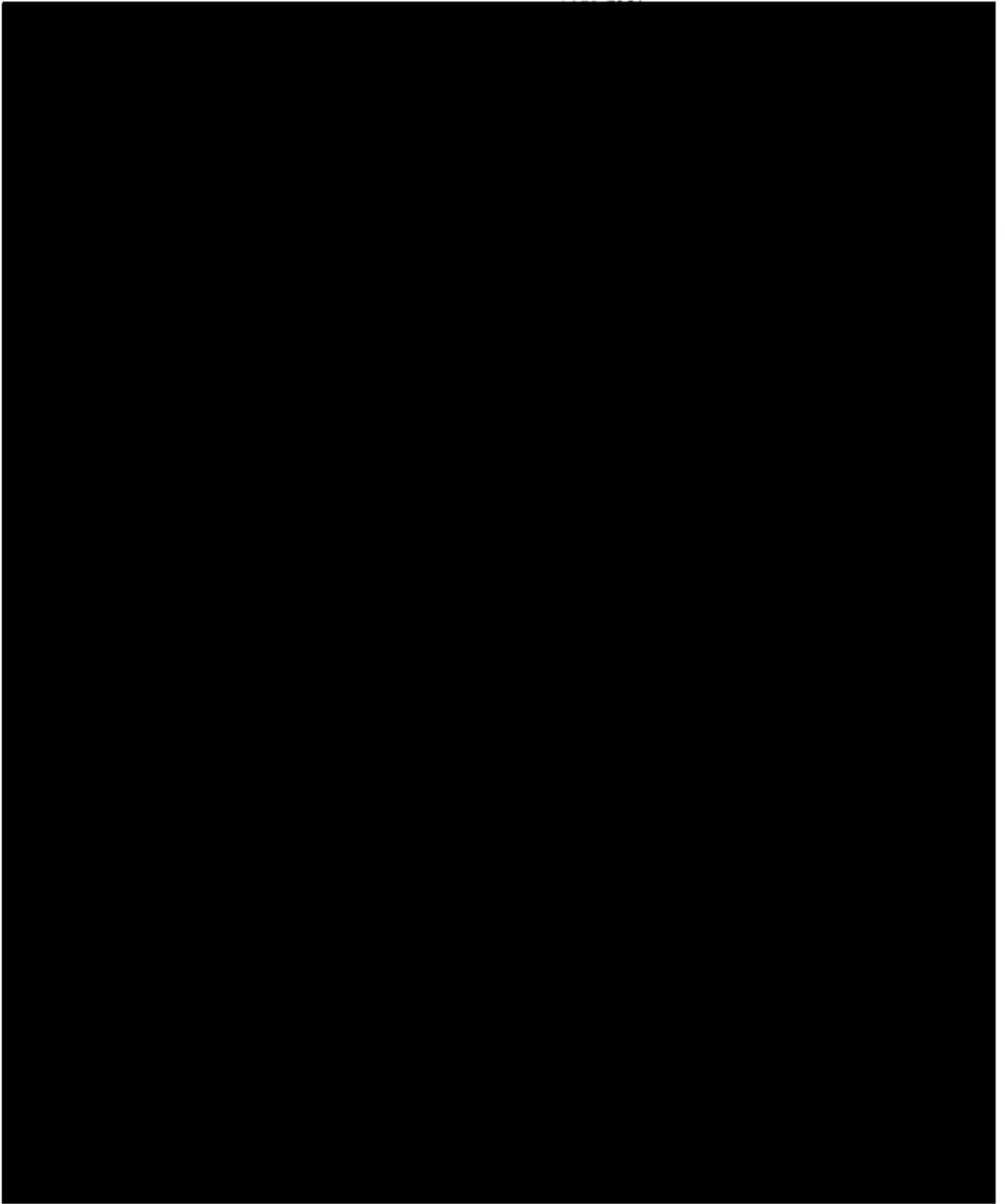














U.S. Communities Administration Agreement

Other Information



FACILITIES SOLUTIONS AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Main Corporate Code → 50716

Tile & Carpet Corporate Code → 50717

Date _____

Phone _____

Customer/Participating Agency _____

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 Prince William 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).
- 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/ ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control 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 _____

Accepted-GM: _____ Email _____

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 Prince William 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 for convenience 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.

REVIVER® VIEW

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): _____ Date: _____

Service Agreement Start Date: _____ Email: _____

Billing Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Fax: _____

REVIVER® VIEW AED INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
<input type="checkbox"/> REVIVER® VIEW AED		x	= /month
<input type="checkbox"/> AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto-renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term: Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term and date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term: Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature: _____ Date: _____

Customer Representative's Name: _____ Title: _____

Accepted By Name: _____ Signature: _____

Approved By Name: _____ Signature: _____ Loc.# _____

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

ZOLL® AED PLUS

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): _____ Date: _____

Service Agreement Start Date: _____ Email: _____

Billing Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Fax: _____

ZOLL® AED PLUS INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
<input type="checkbox"/> ZOLL® AED PLUS		x	= /month
<input type="checkbox"/> AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term end date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature: _____ Date: _____

Customer Representative's Name: _____ Title: _____

Accepted By Name: _____ Signature: _____

Approved By Name: _____ Signature: _____ Loc.# _____

*Offer valid at participating Cintas facility only, void where prohibited. Fees may apply for any seats in addition to the (1) free annual seat or (1) online training key.

CINTAS
READY FOR THE WORKDAY

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

REVIVER® AED

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"):
Service Agreement Start Date:
Billing Address:
State: Zip: Phone: Fax:
Date:
Email:
City:

REVIVER® AED INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
<input type="checkbox"/> REVIVER® AED		x	= /month
<input type="checkbox"/> AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term and date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

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New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature: Date:
Customer Representative's Name: Title:
Accepted By Name: Signature:
Approved By Name: Signature: Loc.#

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.



Cintas Fire Protection

Alarm Monitoring Service Agreement

Customer Name: ("Customer") **Effective Date:**
Monitored Address: **City:** **State:** **Zip:**
Phone: **Fax:** **Contact Name:**
E-mail:

Billing Name:
Billing Address: **City:** **State:** **Zip:**
Billing Phone: **Billing Fax:**

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform Monitoring Services (as defined herein) for a commercial signaling system ("System") located at the Customer's premises listed on Schedule A of this Agreement (the "Premises") at the prices and on the terms and conditions ("Terms and Conditions" or "Terms") set forth in this Agreement.

Service	# of Units		Price		Cost
WIRED(telephone/IP)		X	\$ / month	X 12 =	\$ /Year
WIRELESS (RF) CintasNet Rented Unit		X	\$ / month	X 12 =	\$ /Year
Wireless Cellular		X	\$ / month	X 12 =	\$ /Year
			TOTAL ANNUAL COST	=	\$ /Year
CintasNet Unit if Sold		X	\$ / one time	=	\$
Activation Fee		X	\$ / one time	=	\$
Programming/ Permits/ Other		X	\$ / one time	=	\$
			TOTAL ONE TIME	=	\$

Billing Frequency: Annual

TERMS AND CONDITIONS

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Service Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Service Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30) days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Service Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.

2. Rented CintasNet Equipment. For rented CintasNet units, Cintas shall retain exclusive ownership, title, and control of the CintasNet units at all times. If repair or replacement of the CintasNet units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.

4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgement from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.

5. Term; Renewal. The initial term of this Agreement is sixty (60) months from the Service Agreement Effective Date. The Agreement self-renews for successive equal periods, unless either party delivers written notice of termination of this Agreement to the other party at least sixty (60) days prior to any renewal date. In the event that this renewal provision is determined to be ineffective or unenforceable, the parties agree that this Agreement shall automatically be deemed to renew from month-to-month and that the monthly monitoring fee will be determined and due in accordance with Paragraph 1 of these Terms and Conditions unless either party delivers a written notice of termination of this Agreement to the other party at least thirty (30) days prior to any monthly renewal date.

6. Cancellation. Customer may terminate this Agreement or the Monitoring Service to any Premises covered by this Agreement for its convenience at any time with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Agreement, if this Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Agreement or any obligation at law or in equity. In addition, for rented CintasNet Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such CintasNet units. Customer shall pay Cintas \$1,500 per CintasNet unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.

7. Subcontractors. Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement including, without limitation, Monitoring Services.

8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Agreement is limited. For the purposes of this Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas (in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile device, or phone of any type; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii)).

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas responsible for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any

specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. **Run-Away Systems.** If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System; and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.

10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**

11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.**

12. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** **CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE.** Cintas reserves the right to select counsel to

13. **LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system

or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

14. **Central Control Panel.** Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.

15. **Communication Path and Signals, Electrical Connections, and Systems.** Customer acknowledges and agrees that during the term of this Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.

16. **NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM.** CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.

17. **Suspension of Service.** Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. **CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.**

18. **Delay or Interruption of Service.** Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.

19. **Consent to Intercept, Record, Disclose and Use Contents of Communications.** Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.

20. **Default of Customer.** In the event of any default by Customer, without limiting the rights of Cintas under this Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent (90%) of all payments which would be due under this Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

21. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

22. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN THEM, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns

26. Waiver. No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.

30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.

31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.

32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.

33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.

34. Execution in Counterparts and by Facsimile or Electronically by PDF. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).

37. Time. The parties agree that time is of the essence of this Agreement.

38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer," and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Agreement. The parties acknowledge and agree that this Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the terms of this Agreement.

40. Entire Agreement; Modifications. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

41. Electronic Signatures; Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and all of its Terms.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Customer's Authorized Representative's Signature: _____

Customer's Authorized Representative's Name: _____ Title: _____

Cintas Authorized Representative's Signature: _____

Cintas Authorized Representative's Name: _____ Title: _____

Schedule A
Alarm Monitoring Service Agreement

Customer's Monitored Premises Address List

Site	Site Name	Site Address	City, State, Zip	Site Phone
1				
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Attach additional pages if necessary to list all monitored premises.

Schedule B
Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name: _____ **Effective Date:** _____
Monitored Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: _____ **Fax:** _____ **Contact Name:** _____
E-mail: _____

Billing Name: _____ **City:** _____ **State:** _____ **Zip:** _____
Billing Address: _____ **Billing Fax:** _____
Billing Phone: _____

Enter Telephone Contact Numbers for Desired Customer Contacts Below:

NOTE: Each Call List contact must have a distinct passcode.

Contact Name	Cell Phone #	Landline Phone #	Passcode

Enter Telephone Contact Numbers for First Responder Agencies Below:

NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

Agency Type	First Responder Agency Name	Agency Phone
Fire	_____	
Medical	_____	
Police	_____	
Other	_____	

Customer's Authorized
Representative

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Cintas Fire Protection

Fire Protection Services Agreement

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: _____ ("Customer") Effective Date: _____
Service Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Contact Name: _____ Contact Title: _____ E-mail: _____
Billing Name: _____ Billing Address: _____
City: _____ State: _____ Zip: _____ Billing Phone: _____ Billing Fax: _____
AP Contact Name: _____ AP Contact E-Mail: _____
Payment Terms: _____ PO/Blanket PO# _____ PO Date: _____

Quantity	Service Description	Next Service Date	Frequency	Cost

Special Notes:

Taxes, Permits, Parts, and Repairs are in addition to the prices quoted above

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS PRESENTED ON THE FOLLOWING PAGES 2-6 OF THIS DOCUMENT. BY ENTERING INTO THIS AGREEMENT, INCLUDING ALLOWING CINTAS TO PROCEED WITH PROVIDING ANY GOODS OR SERVICES TO YOU, YOU ACKNOWLEDGE AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.

2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.

3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.

4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.

5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.

6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform

Customer Initials _____

such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.

8. Knowledge and Access to Premises. Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.

9. Service Response Time/Delivery Time. Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond to respond/and or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.

10. Service Charges. Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.

11. Payment Terms, Late Charges, Credit, and Progress Billing. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.

12. Cancellation. If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.

15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE**

Customer Initials _____

ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. **LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

19. **Prior Agreements With Others.** Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

20. **Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

22. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS**

Customer Initials _____

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

24. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

25. Notices. Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

26. Authority to Execute Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

27. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

28. Waiver. No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

29. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

30. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.

31. Execution in Counterparts and by Facsimile or Electronically by PDF. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

32. Mutual Drafting and Understanding of Agreement. The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.

33. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

34. Electronic Signatures; Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

Customer Initials _____

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Quoted for Cintas Fire Protection By: Cintas Rep Name/Title	Accepted for Customer / Purchaser By: Customer Name and Title
Signature:	Signature: Date:
Cintas Rep E-Mail and Cell Phone	
Cintas GM Approval:	
This Agreement not for use for Monitoring Services.	



Agreement No

Customer No

TILE AND CARPET CLEANING SERVICE AGREEMENT

Date

Customer

Phone

Address

City

State

OH

Zip

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements for facility cleaning services during the term of this agreement, in accordance with all of the pricing, terms and conditions contained within this agreement. Our pricing is based on a billing cycle depending on the service frequency that the Customer has agreed to below.

Description of service	Area sq. ft.	Rate for area	Number of Cleanings												Charge per Visit
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	

This agreement is effective as of the date of first cleaning for a term of 12 months. After the initial term of the agreement, the agreement will continue until the Customer notifies Company at least 90 days prior to their desire to discontinue the service by registered letter to the Company's General Manager. Customer is responsible for any unpaid charges prior to termination, up to and including the charges for servicing Customer on last cleaning. Company has the right to increase prices. The Customer has the right to reject the price increase. If Customer rejects the price increase, Company may terminate this agreement.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from services or products rendered by the company.

Company guarantees to provide high quality cleaning services at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement.

Additional services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. Some hygiene and dust control services may require a separate agreement between Company and Customer.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.

CANCELLATION CHARGE 25% of invoice charge per occurrence when Customer does not give notice of cancellation within 24 hours of a scheduled cleaning appointment. Customer Initial....X_____

TRUCK SETUP CHARGE \$ 50.00 charge per invoice. This Setup Charge is used anytime it is determined that Cintas needs to use its proprietary truck mount system to clean your account. Customer Initial....X_____

ADDITIONAL FLOOR OR TRUCK MOVEMENT CHARGE DURING SERVICE: \$ 50.00 charge per occurrence. Customer Initial....X_____

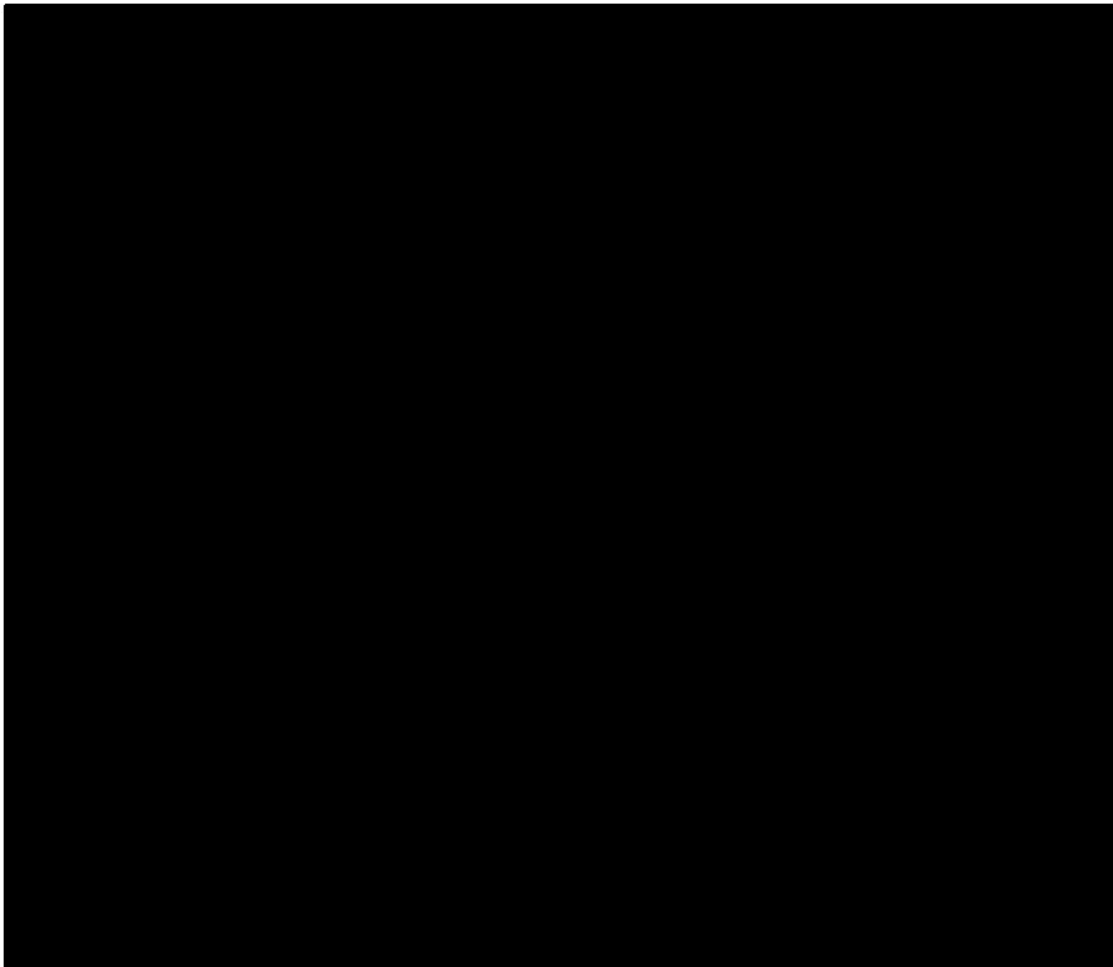
Credit Terms – Charge Payments due 10 days after End of Month.

CINTAS	CUSTOMER
Location: 09 - Milford	Please Sign Name:
Signature: Ryan Kassner	Please Print Name:
Title: DCSS	Please Print Title:

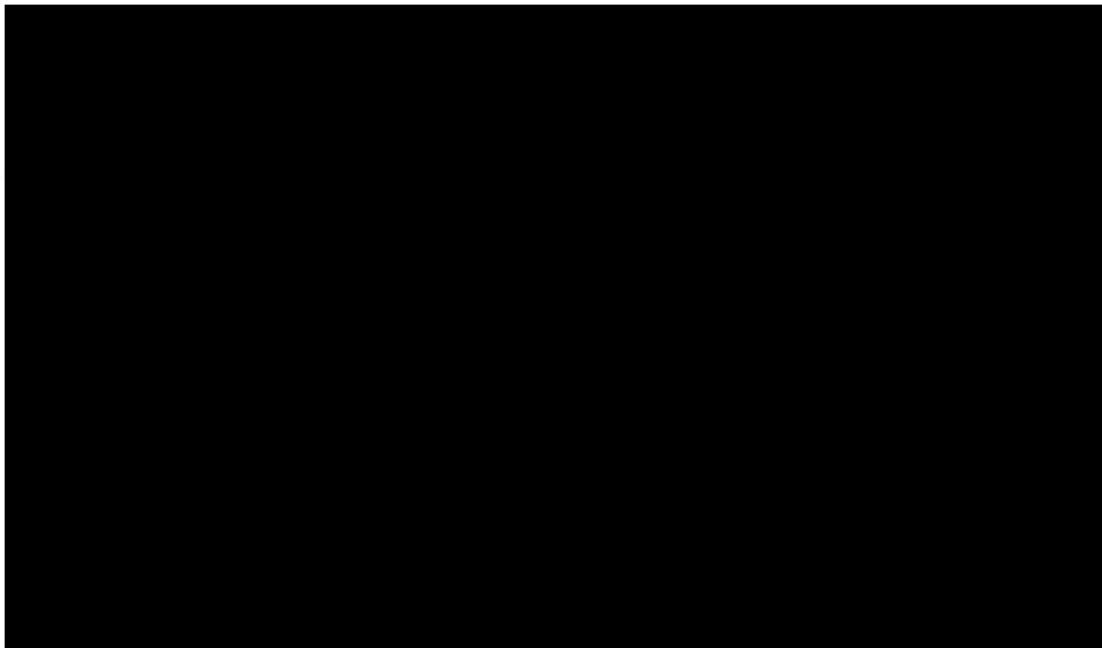
Attachments

Solicitation # R-BB-19002
CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation
3. **REFERENCES:** Offerors shall provide the listing of at least (5) references for which the company has provide specified goods/services of the same or greater scope within the past three (3) years.



Solicitation # R-BB-19002
CONTRACTOR DATA SHEET



**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: Cintas Corporation 2

D/B/A: Cintas Corporation

Address: 6800 Cintas Blvd

City, State, Zip: Mason, OH 45040

Phone: 513-459-1200 Fax: _____

Email: _____

Tax ID#: 31-1703809

Remittance: Check box if same as above ☒

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: Craig Jackson

Title: National Director of Sales

Phone: [REDACTED] Fax: _____

E-mail Address: [REDACTED]

**Attention Vendors: Visit the PWCS Purchasing Office Website at
<http://purchasing.departments.pwcs.edu> to:**

- Register on-line, click on "Vendor Registration"
- Obtain a W-9 form and instructions

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cintas Corporation No. 2

2 Business name/disregarded entity name, if different from above
Cintas Corporation No. 2

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 625737

6 City, state, and ZIP code
Cincinnati, Ohio 45262-5737

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
3	1	-	1	7	0	3	8	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *8/21/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

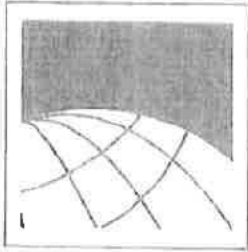
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Cintas Corporation 2

Company Name

6800 Cintas Blvd, Mason OH 45040

Company Address

Craig Jackson

Print Name of Authorized Representative

Craig Jackson

Authorized Representative Signature

R-BB-19002

Solicitation #

Company Phone Number

National Director of Sales

Authorized Representative Title

August 3, 2018

Date

NON-DISCLOSURE AGREEMENT

Prince William County Public Schools

THIS AGREEMENT, made and entered into as of this 21st day of August, 2018 by and between Confus Corp #2 having its principal office at 6800 Antas Blvd Herndon, VA, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Maintenance and Limited Disclosure of Confidential Information

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to a _____ PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing a _____.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
1. is or becomes publicly known through no wrongful act of the receiving party; or
 2. was in the public domain at the time it was disclosed to the receiving party; or
 3. was known to the receiving party at the time it was disclosed; or
 4. is or was rightfully received from another without any breach of this Agreement; or
 5. is independently developed by the receiving party; or
 6. is approved for release by prior written authorization of the discloser; or
 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
 - D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
 - E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.
- 8. Third Party Beneficiaries**
The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.

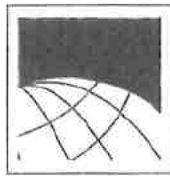
COMPANY

Name: Craig Johnson

Title: National Director

Signature: [Signature]

Date: 8/2/18



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT

CONTRACT NUMBER:

This Contract entered into this _____ day of _____ by, VENDOR NAME AND ADDRESS hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.
 - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to _____, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
 - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the

current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date