

TIPS VENDOR AGREEMENT

Between Cintas Corporation #2_and

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 210304 MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed

with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or

Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's negligent performance under this Agreement, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **WITH THE EXCEPTION OF LOSS RELATED TO FIRE PROTECTION SERVICES OR AEDs PROVIDED BY THE VENDOR, NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons

(including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, to the extent arising out of, or resulting from, Vendor's negligent performance under this Agreement, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code 44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with

authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member’s request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the

proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686

And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.



National Fire Protection Agreement

This Agreement (hereinafter “Agreement”) is dated <insert date of Agreement> (hereinafter “Execution Date”) between Cintas Corporation No 2, a corporation organized and existing under the laws of the State of Nevada, with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and <insert customer name> organized and existing under the laws of the State of <fill in state name>, with its principal office located at <ADDRESS, CITY, ST, zip> and its successors and assigns (hereinafter “Customer”), regarding Fire Protection Services as outlined below and according to the following conditions:

1. **Description of Services:** Company shall provide Customer with service and maintenance of the following services indicated below:

- Exhibit A Portable Fire Extinguishers
- Exhibit B Emergency Exit Lighting
 - 30 Second Push Test
 - Battery Load Test
 - 90 Minute Burn
- Exhibit C Fire Alarm
- Exhibit D Fire Sprinklers
- Exhibit E Backflow Prevention Devices
- Exhibit F Clean Agent Suppression Systems
- Exhibit G Kitchen Suppression
- Exhibit H Kitchen Exhaust Cleaning
- Exhibit I Grease Containment

to each location listed in Exhibit J, and to additional locations which may be added by Customer. All merchandise delivered to Customer’s locations shall become the property of Customer. Service area and prices only apply to the 48 contiguous United States unless otherwise specified. Customer shall utilize Company exclusively for all Services at the locations identified on Exhibit J for the duration of this Agreement.

COMPANY EXCLUDES ANY AND ALL FIRE ALARM MONITORING SERVICES, WHICH, IF PROVIDED, ARE EXPRESLY COVERED UNDER A SEPARATE AGREEMENT, THE TERMS AND CONDITIONS OF WHICH SHALL GOVERN ANY AND ALL MATTERS INSOFAR AS THEY RELATE IN ANY WAY TO FIRE ALARM MONITORING

2. **Pricing** Company agrees to provide to Customer the prices set forth in Exhibit K, Fees and Pricing. Prices will be in effect at Customer locations currently serviced by Company within thirty (30) days of the date of execution of this Agreement. Customer shall pay Company for the Services at the prices and rates set forth in Exhibit K. Invoices will be provided in a

format and manner as agreed to between Company and Customer. In addition to the price for Services specified in Exhibit K, invoices may include, without limitation, any costs and expenses relating thereto that are due and owing by Customer to Company, such as sales taxes and other taxes as required by law, permit fees required in connection with the Services, and security deposits or other non-discretionary direct costs imposed or required by property managers or similar outside third parties.

3. **Term** This Agreement shall be effective as of the Execution Date and shall continue for a period of thirty-six (36) months.
4. **Early Termination** If this agreement is terminated by the Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured in a reasonable and mutually agreed upon period of time, Customer will pay Company, as liquidated damages and not as a penalty, a cancellation fee equal to (A) fifty percent (50%) of the Customer's average monthly invoice total (measured over the prior 12 month period or a lesser period if the termination occurs in the first 12 months) multiplied by (B) (i) the number of months remaining in the unexpired term or (ii) 6 months, whichever is shorter.
5. **Price Adjustments** Upon each anniversary of the Execution Date, the prices then in effect shall be automatically increased by not more than 5% as proposed to TIPS RFP 210304 MRO and awarded Vendor Agreement for same. Company may adjust prices at any time if Customer requests significant changes to the program, service requirements, sales requirements, billing requirements, or report generation that was not contemplated by the parties at the Execution Date, provided that prices changed comply with the Cintas' proposal to TIPS RFP 210304 MRO and awarded Vendor Agreement for same Notification to the Customer of said price adjustment will occur approximately thirty (30) days prior to the effective date of such change. Company will present Customer with the proposed new prices and explanation. Should Customer dispute these changes, Company may choose to exclude those affected products or services from the program or terminate the Agreement.
6. **Customer Obligations.** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
7. **Equipment Exchange.** Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
8. **Inspection.** Company 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. Where inspection and/or test services are provided, such inspection and/or test

shall be documented on Company's then-current form, which shall be given to Customer, and, where required, Company may submit a copy thereof to the local authority having jurisdiction. The report and findings by Company ARE ONLY ADVISORY IN NATURE and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested.

9. **Deficiencies.** REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE CUSTOMER. Customer shall promptly notify Company of any malfunction which comes to Customer's attention regarding the Systems.
10. **Repair** This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Company determines that repairs are necessary, Company will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the customer with repair recommendations. Company shall have first right of refusal for all recommended repairs authorized by Customer. Company, at its option, may match any quotation provided to Customer by an alternate vendor for the repair scope of work or alternate scope of work proposed by an alternate vendor. Ensuring that recommended repairs are performed is the responsibility of the Customer. Company disclaims any liability which arises from repair recommendations which are not performed.
11. **Subcontract** Customer agrees that Company may, at its sole discretion, subcontract the Services. Company agrees to monitor and ensure the quality and customer satisfaction of any such subcontracted work.
12. **Confidentiality** Company and Customer acknowledge that the terms of this Agreement as well as any non-public information of either party, including but not limited to information pertaining to or contained in the attached exhibits, pricing, suppliers, Services, if applicable, products, specifications, methods, processes and the like, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public (all such information, collectively, the "Confidential Information"), is proprietary or confidential to the disclosing party. Each party shall maintain the confidentiality of, and not disclose to third parties, or use, the other party's Confidential Information, except for the purpose of carrying out the intent of this Agreement. Confidential Information does not include information that is or becomes publicly known through no fault of the disclosing party. Notwithstanding anything in this Agreement to the contrary, the confidentiality obligations imposed hereunder on either party shall not apply to Confidential Information to the extent that disclosure of such Confidential Information is required under Applicable Law or by a valid subpoena or other valid order of any Governmental Authority; provided, however, that, if such disclosure is required under the

circumstances contemplated under this sentence, the party making such disclosure shall advise the other party of such requirement to disclose the Confidential Information as soon as



reasonably practicable, time being of the essence, after the party obligated to make such disclosure becomes aware of such requirement to disclose; and further provided that, upon the request of the other party, the party obligated to make such disclosure shall undertake reasonable lawful efforts to resist and limit such disclosure.

13. **Limited Warranty;** Because of the great number and variety of applications for which Company's goods and services are purchased, Company does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Company's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Company warrants that title to all goods sold by Company shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY COMPANY.

14. **Insurance and Indemnification** Customer agrees that neither Cintas nor its subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER.

15. **Limited LIABILITY** THE LIABILITY OF CINTAS AND ITS SUBCONTRACTORS FOR ANY CLAIM RELATED TO FIRE PROTECTION EQUIPMENT WHICH CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR INVITEES MAY HAVE AGAINST CINTAS PURSUANT TO THIS AGREEMENT, IN THE EVENT IT IS DETERMINED THAT CINTAS HAS ANY LIABILITY, SHALL BE LIMITED FOR ALL PURPOSES 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 and obtain a higher limit by paying an additional amount consistent with the increase in liability. Company's service fees are based on the value of the services provided and the limited liability provided under this contract, and not on the value of Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Company cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. As such (I) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, related to fire protection equipment, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (II) except as provided

in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party may have due to any losses or injuries subscriber or others incur related to fire protection equipment. Customer agrees that were Cintas and its Subcontractors 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, loss of business profits, speculative or consequential damages.

16. **Other Contracts.** The Customer certifies to Company that this Agreement in no way infringes upon any other existing agreement between Customer and another service provider. Company will begin servicing Customer locations that currently are being serviced under existing agreements with other fire service companies upon the expiration of such location's existing agreement. Customer will make a reasonable effort to provide Company with the expiration dates of all competitors' agreements within sixty (60) days of the Execution Date of this Agreement.
17. **Terms of Payment** Net 30 days from date of invoice. Payment shall be made within thirty (30) days of receipt of the billing. Company has the right to charge the lesser of the maximum rate or amount permitted by applicable laws or regulations, or one and one-half percent (1.5%) monthly carrying charge that may be added to all past due invoices. Customer shall have no right to withhold or set-off payment for the Services, or exercise any right of recoupment, against any actual or alleged breach or default by Company of its obligations under this Agreement. Where Customer is past due in respect of any payments under this Agreement, Company may, in addition to its other rights and remedies hereunder and at law or in equity, without prior notice and without prejudice to its other rights and remedies: (a) suspend all Services to Customer; and/or (b) terminate this Agreement. In addition, to the extent Company is required to engage an attorney to collect any past due payments, Customer shall reimburse Company, on demand, the attorneys' fees and other costs and expenses incurred by Company in connection therewith.
18. **Notices** All notices or other communications that may be given in connection with this Agreement shall be in writing, sent certified mail or by a reputable national delivery service, signed receipt requested. Notices given by Company shall be addressed to <insert name>, at <insert customer street address, city, state, zip>, Attention: <insert appropriate title to direct notices to and any internal department number>, or at such other address as Customer specifies by notice to Company. Notice given by Customer shall be addressed to CINTAS CORPORATION at 6800 Cintas Blvd., P. O. Box 625737, Cincinnati, OH 45262-5737 Attention: Sr. Director Business Strategy & Development - Global Accounts, or at such address as Company specifies by notice to Customer. Notices are effective upon receipt.
19. **Entire Agreement** This Agreement is made part of the TIPS Vendor Agreement for 210304 MRO with Cintas and as a subpart to said Vendor Agreement and limited to the subject matter provided herein, sets forth the part of the Agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between the parties. This Agreement may not be changed or modified, except by agreement in writing, signed by each of the parties. This Agreement applies only to sales to Customers that are purchasing named services pursuant to the Cintas Vendor Agreement with TIPS purchasing Cooperative.



20. Miscellaneous If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located. This agreement and any dispute resolution proceeding resulting therefrom shall be exclusively governed by the laws of the state where the Customer is located and applicable federal laws. This Agreement may not be modified, amended or supplemented except in a writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.

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

Cintas Corporation

Customer: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A



Portable Fire Extinguishers

SERVICE & MAINTENANCE OF PORTABLE FIRE EXTINGUISHERS

General Requirements: Per NFPA 10, portable fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. All rechargeable-type fire extinguishers shall be recharged after any use, as indicated 'by an inspection or when performing maintenance.

Inspection Procedures: Periodic inspection of fire extinguishers shall include a check to verify at least the following items:

- Extinguisher is in its designated location
- There are no obstructions to access or visibility
- Pressure gauge reading or indicator is in the operable range or position
- Operating instructions on nameplate are legible and face outward.
- Safety seals and tamper indicators are not broken or missing.
- Fullness is determined by weighing or “hefting”
- There is no obvious physical damage, corrosion, leakage, or clogging of the nozzle
- Condition of tires, wheels, carriage, hose, and nozzle are checked (wheeled extinguishers only) When an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above, immediate corrective action shall be taken.

Inspection Recordkeeping: Personnel making inspections shall keep records of all fire extinguishers inspected, including those found to require corrective action. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. Records shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or in an electronic system (e.g., bar coding) that provides a permanent record.

Annual Maintenance Requirements: Maintenance, as defined by NFPA 10, is a “thorough examination” of the fire extinguisher. It is intended to give maximum assurance that a fire extinguisher will operate effectively and safety. It includes a thorough examination for physical damage or condition to prevent its operation and any necessary repair or replacement. It will normally reveal if hydrostatic testing or internal maintenance is required. Fire extinguishers shall be subjected to maintenance at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection.

Maintenance Procedures: Maintenance of portable fire extinguishers, as performed by Cintas Fire Protection, includes the following Cintas 10-Step Quality Assurance Procedures:

1. Visually inspect the extinguisher – The extinguisher is removed from its bracket. The extinguisher label is checked to ensure that the instructions are legible and unobstructed. The cylinder is inspected for corrosion, abrasion, or dents (including under removable bands). The extinguisher is inspected for missing, substitute, or broken parts.
2. Check the hydrostatic and maintenance dates – The date of manufacture is checked on the unit. The most recent hydrostatic test and six-year maintenance dates are noted and the applicable service procedure (hydrostatic test or six-year maintenance) is performed.

3. Verify extinguisher is full – Hand portable extinguishers are weighed or “hefted” to assure that they are fully charged with chemical (cartridge-operated extinguishers are visually inspected for fullness). If necessary, the extinguisher is recharged.
4. Visually inspect the pressure gauge – For stored pressure extinguishers, the gauge is checked for damage. The operating pressure is checked to assure that the extinguisher is properly charged.
5. Remove the tamper seal and safety pull pin – The plastic tamper seal is removed and the safety pull pin is removed to assure that it is not bent and operates freely. A new listed, color-coded Cintas tamper seal is installed.
6. Check the discharge hose for continuity – A continuity test is conducted on all carbon dioxide hose assemblies to assure that they are properly grounded. A continuity test label is attached to CO2 discharge hoses that pass the continuity test.
7. Inspect all instruction labels – Verify that the operating instructions are present, legible, and facing outward and the appropriate HMIS (Hazardous Material Identification System) information is present and legible.
8. Clean and re-hang the extinguisher – The extinguisher is wiped down to remove dust and debris. The hanging bracket is checked to assure that the correct bracket is being used and that the bracket is securely installed. The extinguisher is re-hung on the bracket or in its cabinet.
9. Review the extinguisher placement, size, and type – The size, type and placement of the extinguisher are checked to assure it is appropriate for the hazard area. Additional record keeping is completed as required.
10. Attach a new certification tag – For those extinguishers that pass the applicable maintenance procedures, a color-coded Cintas Certification Tag is attached to the extinguisher. The Certification tag includes the month and year maintenance was performed, and the name of the Cintas Partner performing the work. The Certification Tag is valid for one year from the month punched, and documents that the equipment is in compliance with State, Local and National Fire Codes.

Hydrostatic Test / 6-Yr Maintenance: Hydrostatic testing, as defined by NFPA 10, is pressure testing of an extinguisher to verify its strength against unwanted rupture. Hydrostatic test intervals for portable fire extinguishers are generally at 5 and 12-year intervals. (Refer to NFPA 10 for more specific details.)

Hydrostatic Test Intervals: Extinguisher Type Interval: Water-Based-5, Carbon Dioxide-5, Dry Chemical-12, Halogenated Agents-12, Dry Powder (Class D)-12. Internal maintenance is required at intervals outlined in Table 7.3.1.1.2 of NFPA 10. Every six years, stored pressure fire extinguisher

Maintenance Recordkeeping: Location Surveys In addition to the required Certification Tag, Cintas documents the location, type, size and service condition of all fire extinguishers inspected or maintained. These Location Surveys are available to our customers. The Location Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements. Each extinguisher that has undergone maintenance that includes internal examination or has been recharged shall have a “Verification of Service” collar around the neck of the container. Cartridge-operated and cylinder operated fire extinguishers do not require a “Verification of Service” collar.

Exhibit B



Emergency and Exit Lighting

INSPECTION of EMERGENCY AND EXIT LIGHTING

Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standards NFPA 101 – *Life Safety Code* and NFPA 70 – *National Electric Code* as a guide for establishing its Scope of Services for inspecting and maintaining emergency lighting equipment.

General Requirements

The equipment owner is responsible for assuring that illuminated Emergency Exit Signs and Emergency Lights (“E-Lights”) are properly maintained. Occupants can be in peril if critical routine maintenance is neglected, or is not performed by properly trained individuals with the correct tools, equipment and replacement parts.

Annual Test

E-Lights are required to be tested at least annually. The annual test Cintas performs includes the following:

- Check for physical damage to the exterior of the unit (test switch, pilot lamp, broken heads, etc.)
- Check the operation of the unit by exercising the test button
- Open the unit and checking the tightness and cleanliness of battery terminals
- Measure the battery “Float Voltage” with a DC Voltmeter to assure that the battery charger is functioning properly
- Use a Battery Analyzer to perform a Battery Load Test (or Battery Burn Test as may be required by Local authority) to assure that the battery is functioning properly
- Verify that all lamps are working properly
- Replace defective parts as needed (batteries and bulbs)

Annual Test Recordkeeping

Cintas affixes a label to all E-Lights that have been tested, indicating the date the test was conducted, the type of test conducted, and the name of the Cintas Partner performing the work.

In addition to the required Certification Label, Cintas documents the location and type of all E-Lights tested. These Location Surveys are available to our customers. The Location Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements.

Exhibit C



Fire Alarm and Detection Systems

Introduction

Fire detection and alarm systems are designed to detect fires and fire conditions, and to initiate audible and/or visual signals that warn building occupants and supervisory personnel of fire and other unsafe conditions. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for installing, inspecting, and maintaining fire detection and alarm systems.

Inspection Requirements

The facility owner is required to have the detection and alarm system components visually inspected annually, semi-annually, quarterly, or monthly, in accordance with Table 10.3.1 of NFPA

72. More frequent inspections may be required by the local authority having jurisdiction.

Semi-Annual Testing Requirements

The facility owner is required to have the detection and alarm system components tested in accordance with Table 10.4.3 of NFPA 72. More frequent testing may be required by the local authority having jurisdiction. Cintas recommends that the customer have the detection and alarm system tested at least semi-annually (every six months). Semi-annual and annual inspection and testing procedures may vary slightly according to NFPA and Local requirements

System Detail

The Testing and Inspection Service shall be completed on the listed Fire Alarm System along with its components at the frequency as indicated below. The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specialty detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 72 and other applicable documents for more detailed information.



Introduction

Automatic sprinkler systems are designed to detect fires, release water, and suppress fires. Well-maintained sprinkler systems are highly reliable and provide protection of both people and property. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water -Based Fire Protection Systems* as a guide for establishing its Scope of Service for inspecting, testing and maintaining automatic sprinkler systems.

Inspection Requirements

The facility owner is required to have the automatic sprinkler system components visually inspected in accordance with NFPA 25. More frequent inspections may be required by the local Authority Having Jurisdiction (AHJ).

Testing / Inspection Requirements

The facility owner is required to have the automatic sprinkler system components tested annually, semiannually, quarterly, or monthly, in accordance with NFPA 25. More frequent testing may be required by the local Authority Having Jurisdiction.

System Detail

The Testing and Inspection Service shall be completed on the listed Automatic Fire Sprinkler System along with its components at the frequency as indicated below. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 25 and other applicable documents for more detailed information.



Exhibit E

Backflow Prevention Devices

Introduction

Backflow prevention assemblies are designed to act as a checkpoint between the public water supply and water that has entered into secondary facilities. Well maintained backflow preventer assemblies act to keep water that has passed through them into the piping network of a facility from returning back into the public water supply and therefore reducing the threat of cross contamination.

Cintas Fire Protection uses the American Water Works Association (AWWA) M-17 and the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water-Based Fire Protection* as the guideline for establishing its Scope of Service for inspecting, testing and maintaining fire line backflow prevention assemblies.

This document provides an overview of the services Cintas provides while maintaining backflow prevention assemblies. Refer to NFPA Standard 25 and its referenced documents for more detailed information.

Testing Requirements

The facility owner is required to have the backflow prevention assembly tested annually in accordance with the applicable standards and according to the authority having jurisdiction. More frequent testing may be required by the local Authority Having Jurisdiction.

Testing Procedures

The following procedures will be performed in accordance with accepted industry standards:

Backflow Prevention Assemblies

- Provide written inspection report for owner's records and report any deficiencies or impairment.
- Check to be sure that valves are locked or electronically supervised.
- Reduced pressure and reduced pressure detector assemblies shall be inspected to ensure that the differential-sensing valve relief port is not continuously discharging.
- A forward flow test shall be conducted at the system demand, including hose stream demand where hydrants or inside hose stations that are located downstream of the backflow preventer or where connections do not permit a full flow test. The test shall be completed at the maximum flow rate possible.
- A backflow performance test, as required by the authority having jurisdiction, shall be conducted at the completion of the forward flow test including checks for leakage, verification that the check valves close tightly, and verification the pressure drop across the check valve is within the acceptable tolerances.
- Rubber parts shall be replaced in accordance with the frequency required by the authority having jurisdiction and the manufacturer's instructions.
- After any maintenance the OS&Y isolation valves will be checked to be sure they are in the normal open position.
- All maintenance and testing of backflow prevention assemblies shall be conducted by trained individuals following manufacturer's instructions and in accordance with the procedure and policies of the authority having jurisdiction.

Recordkeeping Requirements

Records of testing and its components shall be retained for a period of one year after the next test. Records should indicate work performed, servicing company, results, and date of service. CINTAS will forward copies of test reports and deficiency reports to the appropriate Authority Having Jurisdiction (AHJ) as required or requested by the AHJ.

Limitations of Service / Customer Responsibility

- The equipment owner is responsible for assuring that their fire protection equipment is properly tested, and maintained.
- Deficiencies or other impairments noted during testing of backflow prevention assemblies pose an immediate and serious health safety concern. The property owner is responsible for assuring that any deficiency noted during testing is corrected immediately.
- The testing services are for the backflow prevention assembly only. CINTAS makes no warranties or representations regarding the condition or status of other equipment, including but not limited to, automatic fire sprinkler systems, electrical equipment, interlocks, HVAC equipment, or alarms.
- Performance of testing services in no way guarantees that the system meets all applicable code standards and/or is working as designed. Furthermore, CINTAS is not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, wear, or other reasons beyond CINTAS' control which may result from exercising during testing.

Exhibit F



Clean Agent Suppression Systems

Introduction

Clean agent fire suppression systems are widely used in today's high-tech environments to help limit the damage that can occur from a fire – both costly business interruption and damage to expensive and electronically sensitive equipment. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 2001 – *Standard on Clean Agent Extinguishing Systems* and (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for inspecting and maintaining clean agent fire suppression systems.

Monthly Inspection Requirements

The facility owner is required to have the clean agent fire suppression system components visually inspected on a monthly basis to assess the suppression system's operational condition.

Semi-Annual Testing Requirements

The facility owner is required to have the clean agent suppression system tested semi-annually (every six months) in accordance with the manufacturer's instructions. More frequent testing may be required by the local authority having jurisdiction.

Clean Agent Fire Suppression System Detail

The Testing and Inspection Service shall be completed on the listed Clean Agent Fire Suppression System at the frequency as indicated below.

A Detailed Cintas Scope of Services including Testing Procedures is available upon request.

Refer also to NFPA 2001, NFPA 72 and other applicable documents for more detailed information.

Inspection will be performed in accordance with the requirement of NFPA 2001 and NFPA 72. Any exceptions will be noted.



Kitchen Hood Fire Suppression Systems

Introduction

Wet chemical fire suppression systems used in commercial cooking operations have an excellent record of helping suppress cooking fires when the systems are properly installed and maintained. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standards 17A – *Wet Chemical Extinguishing Systems* and NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations* as a guide for establishing its Scope of Service for inspecting, maintaining, recharging, and hydrostatically testing kitchen fire suppression systems.

General Requirements

Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal device, or duct of commercial cooking operations shall be protected by fire extinguishing equipment. Examples of cooking equipment that produce grease-laden vapors include, but are not limited to, appliances such as deep-fat fryers, ranges, griddles, broilers, woks, tilting skillets, and braising pans. Fire-extinguishing equipment shall include both automatic fire-extinguishing systems as primary protection and portable fire extinguishers as secondary backup. Newly installed kitchen suppression systems shall comply with the UL 300 fire test standard. In existing systems, when changes are made in the cooking media, positioning, or replacement of the cooking equipment occur, the system owner shall be responsible for assuring that the fire extinguishing system complies with UL 300.

The system owner shall also assure that changes or modifications to the hazard after installation of the fire extinguishing systems shall result in the re-evaluation of the system design by a properly trained and qualified person or company. Portable fire extinguishers shall be installed in kitchen cooking areas in accordance with NFPA 10 and shall be specifically listed for such use (i.e., they require a K Class wet chemical extinguisher).

Owner's Monthly Inspection

An owner's inspection shall be conducted on a monthly basis in accordance with the manufacturer's listed installation and maintenance manual or the owner's manual.

Semi-Annual Maintenance Requirements

Kitchen Fire Suppression Systems shall be subject to maintenance at intervals not more than six months (semi-annually)

Kitchen Hood Fire Suppression Facility Detail

The Testing and Inspection Service shall be completed on the listed Kitchen Hood Fire Suppression System at the frequency as indicated below.

A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 17A, NFPA 96 and other applicable sources for more detailed information regarding servicing requirements. Inspection will be performed in accordance with the requirement of NFPA 17A and NFPA 96. Any exceptions will be noted.

Exhibit H



Kitchen Exhaust Cleaning

Introduction

Removal of fuel from kitchen exhaust systems per NFPA standards has proven to be effective in the prevention of fires and fire damage as a result of excessive fuel buildup. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations* as a guide for establishing its Scope of Service for kitchen exhaust cleaning.

Necessary Equipment

All necessary equipment required to properly clean exhaust systems to the specifications described below and to the standards outlined in NFPA 96 edition will be provided by Company.

Service Specifications and General Conditions

1. Cleaning personnel will be properly trained and qualified as required by the local AHJ
2. The fire protection system will not be rendered inoperable during the cleaning process.
3. Flammable solvents or other flammable cleaning aids shall not be used.
4. Cleaning chemicals shall not be applied on fusible links or other detection devices.
5. Hood (baffle) filters will be removed. Company is not responsible for cleaning the hood filters.
Hood filters will not be re-installed by Company.
6. Kitchen equipment will not be moved to clean behind or under, including walls around or under hoods unless the cleaning process introduces water or grease to that area.
7. Customer agrees that company must be allowed to begin service within ½ hour of mutually agreed upon service time or cancellation of service, late start fees or subsequent trip charges may apply.
8. It is the Customer's responsibility to notify Company of any changes in access that would prevent a service to take place. Lack of notification will result in cancelled service and associated cancellation fee.
9. Plastic sheeting will be used to protect equipment and the area surrounding hoods from overspray. Hoods will be bagged or covered with plastic to collect wastewater. Plastic sheeting will be attached to hood canopies with duct tape and spring clamps. Wastewater and debris washed out of the hoods will be collected in containers and disposed in the mop sink drain. Clean hot water should be run down the mop sink drain continuously for several minutes after wastewater disposal to flush/clear the drain line to the grease trap.
10. All accessible vertical and horizontal ductwork will be scraped, degreased, and steam cleaned to 50 microns. It is agreed between Company and Customer that exhaust systems should never have in excess of 1/8 inch or 2000 microns of combustible material build-up between cleanings. Customer is responsible for authorizing frequency changes to maintain acceptable levels per NFPA 96 standards. Upon completion of the cleaning process, Company will re-install access panels with the proper bolts, screws, and fireproof sealant if required.
11. A properly installed kitchen exhaust system will have watertight welded seams. If this is not the case, Company will not assume responsibility for damage caused by leaking from ducts, curbs at fan junctions, roofs, or access panels. Any detection of such will be reported to Customer.
12. A properly installed exhaust fan will have motors, belts and pulleys protected by a grease tight

- housing. If this is not the case, Company will not assume responsibility for damage caused by grease, water or moisture getting into this portion of the unit.
13. Customer will be responsible for removing all food, cooking and food paraphernalia from the cleaning area to provide full, unimpeded access to Customer's kitchen exhaust system.
 14. Company hereby disclaims any responsibility for the mechanical operation of exhaust fans, grills and other equipment at Customer's site(s) unless damage is the result of negligent services performed on non-deficient and code compliant equipment.
 15. Customer Hood and Duct systems should have water tight apparatus' including outlets under hoods and electrical conduit on rooftops. Company will report any non-compliant items discovered to Customer.
 16. In cases where Company does not provide roof-top grease containment, Company hereby disclaims responsibility for grease on the roof or damage resulting therefrom. The service provider will clean any grease or greasy water introduced as a result of the services performed.
 17. To minimize dripping, Company may turn on exhaust system to facilitate drying.
 18. Upon completion of the cleaning process, Company will leave a work order or certificate showing the date the system(s) were cleaned. In addition, Company will apply the appropriate sticker/label indicating the date the system was cleaned and the name of the service provider to the hood canopies cleaned.
 19. When required, the authority having jurisdiction will be provided certificates of inspection and cleaning.

Access Panels

The service provider will notify the Customer if they determine that ductwork on an exhaust system requires additional access panels to perform a thorough cleaning. Access panels shall be NFPA 96 compliant, UL listed and installed per the manufacturer instructions. Per NFPA 96, upblast fans shall be supplied with an access opening of a minimum 76 mm by 127 mm (3in. by 5 in) or a circular diameter of 101 mm (4 in) on the curvature of the outer fan housing to allow for cleaning and inspection of the fan blades.

Exhaust Fan Hinge Kits

Per NFPA 96, Section 8, exhaust fans must be hinged to properly tip for service and inspection. Company will notify the Customer when exhaust fans do not have hinges or have non-functioning hinges. In such cases, Company will provide recommendations for install or repair, and may submit a written proposal to install hinges. Due to safety concerns, improperly hinged fans cannot be tipped for service. Company hereby disclaims any responsibility for damages as a result of missing or non-functioning fan hinges.



Exhibit I

Grease Containment

Introduction

All grease producing fans at the termination point of a Kitchen Exhaust System must have a grease collection device and the appropriate grease containment. The purpose of this requirement is to keep grease contained in an area such that it can be properly collected and disposed of at or near the time of the Kitchen Exhaust Cleaning. Fans and associated systems without grease collection and containment will lead to grease pooling onto the roof which is a significant fire hazard in the event there is a duct fire. In that event, the fire will immediately spread onto the roof, significantly magnifying its opportunity to move to other parts of the roof and the building as a whole. In addition to the safety hazard this represents, grease that is not contained will cause roof membrane damage, leading to leaks and other associated roof issues. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations Section 7* as a guide for establishing its Scope of Service for Grease Containment services.

Necessary Equipment and Installation

There are a variety of grease containment types available, but the established methods are either four or one sided grease containment units. One sided units are usually a collection box that is installed just under the fan spicket. Four sided units are either attached to the fan curb or frames are around the fan on the rooftop area. Each of these containment units require grease absorbent material to properly collect the grease that escapes from the fan. This material must be changed out when it reaches a saturation point and is usually done on the same frequency as the Kitchen Exhaust Cleaning. Cintas service representatives can install the appropriate grease containment units on fans currently lacking a grease containment system to ensure proper equipment is in place for go forward absorbent filter changes. Cintas can quote and provide rooftop cleaning services for standing grease prior to installation and hereby disclaims any responsibility for existing roof membrane conditions.

Service Specifications:

1. Grease containment services will either take place at night during a kitchen exhaust cleaning or during the daytime on a separate mobilization
2. Where applicable, the Cintas representative will inform the manager of their arrival and formally request roof access
3. Cintas representative will inspect the grease containment unit and remove the grease absorbant filter which will be disposed of in the customer dumpster.
4. Any grease still residing in the grease containment unit will be cleaned using a degreasing agent.
5. No system can guarantee 100% grease containment at all times. Therefore, Cintas hereby disclaims any responsibility for rooftop condition, condition of membrane and any associated rooftop damage as a result of accumulation or residue that at times will escape a containment unit.
6. Upon completion of the cleaning process, a work order or certificate showing the date of service will be left at the location.
7. Customer will be notified of any deficiencies with the grease containment unit.



Exhibit J

CUSTOMER LOCATIONS INITIALLY COVERED BY AGREEMENT



Exhibit K

FEES and PRICING

This Exhibit specifies the fees and pricing of the Services that Cintas agrees to provide to the Customer in the 48 contiguous United States. It includes the most commonly used items but is not all inclusive. All amounts are pre-tax.

Customer agrees that Cintas will provide a minimum of (*insert number of services*) fire protection services at a minimum of (*insert number of locations*) locations. As a result of this commitment, Cintas will offer Customer Column A pricing. After the end of each annual contract period, Cintas shall review the actual number of services provided and number of locations serviced then compare this result to the agreed upon commitment. Achievement of 50% - 80% may result in Column B pricing in subsequent years. Achievement of <50% may result in Column C pricing in subsequent years. **If a pricing change is determined, the new price will take effect immediately and Cintas shall provide notification to the Customer in writing.**

Regardless of any other pricing provisions herein, prices charged to a Customer pursuant to the TIPS 210304 MRO Vendor Agreement shall comply with the then current TIPS 210304 MRO Vendor pricing.

To assist Customer in reaching the agreed upon commitment which will result in maintaining Column A pricing; Cintas will offer a quarterly progress review.

PORTABLE FIRE EXTINGUISHER INSPECTION AND MAINTENANCE

Portable Fire Extinguisher Inspection and Test Scope of Work (NFPA 10, 2010 Edition, Chapter 7)

Included: Labor, certification tag and tag clip at the time of the inspections as required per code.

FIRE EXTINGUISHER SERVICES	COST		
	Column A	Column B	Column C
Stored Pressure Fire Extinguisher Inspection			
Stored Pressure Fire Extinguisher Inspection, each	\$ X.XX	\$ X.XX	\$ X.XX
Stored Pressure Fire Extinguisher Inspection-Nevada, each	\$ X.XX	\$ X.XX	\$ X.XX
Six Year Maintenance/Recharge			
5lb Dry Chemical, each (includes labor and parts)	\$ X.XX	\$ X.XX	\$ X.XX
10lb Dry Chemical, each (includes labor and parts)	\$ X.XX	\$ X.XX	\$ X.XX
Hydrostatic Testing			
5lb Dry Chemical, each (includes labor and parts)	\$ X.XX	\$ X.XX	\$ X.XX
10lb Dry Chemical, each (includes labor and parts)	\$ X.XX	\$ X.XX	\$ X.XX
New Extinguishers (Includes wall bracket)			
5 lb. ABC Dry Chemical, each	\$ X.XX	\$ X.XX	\$ X.XX
10 lb. ABC Dry Chemical , each	\$ X.XX	\$ X.XX	\$ X.XX
Installation of new extinguishers, each (Includes Hook/Hanger)	\$ X.XX	\$ X.XX	\$ X.XX
On-Site Repair NTE	\$ 250.00	\$ XXX	\$ XXX

Fire Extinguisher Service Work:

Cintas is authorized to proceed with six year maintenance or hydrostatic tests where due, recharges where extinguishers were used and new extinguishers to replace condemned units.

**SPRINKLER SYSTEM INSPECTION AND MAINTENANCE
FIRE PUMP PERFORMANCE TESTING
BACKFLOW PREVENTER TESTING AND CERTIFICATION**

Wet Sprinkler Systems Inspection and Test Scope of Work (NFPA 25, 2008 Edition, Chapters 5 & 13, Tables 5.1 and 13.1) Dry Sprinkler System Inspection and Test Scope of Work (If Applicable) (NFPA 25, 2008 Edition, Chapters 5 & 13, Tables 5.1 & 13.1) Fire Pumps Inspection and Test Scope of Work (NFPA 25, 2008 Edition, Chapter 8) Backflow Preventer: Inspection and Test Scope of Work (Local Requirements)

FIRE SPRINKLER SERVICES	TESTING COST		
	Column A	Column B	Column C
First Wet Riser (Annual)	\$ XXX	\$ XXX	\$ XXX
Additional Wet Riser, each (Annual)	\$ XXX	\$ XXX	\$ XXX
Dry System, each	\$ XXX	\$ XXX	\$ XXX
Anti-Freeze Loop Inspection, each	\$ XX	\$ XX	\$ XX
Fire Pump Test, each (Diesel or Electric up to 2000gpm)	\$ XXX	\$ XXX	\$ XXX
Backflow Test, each	\$ XXX	\$ XXX	\$ XXX
5 year inspection, each	\$ XXX	\$ XXX	\$ XXX
Gauges, each	\$ XX	\$ XX	\$ XX
Lift Rental	Cost + 42%	Cost + X%	Cost + X%
Mall Drain Down Fee	Cost + 42%	Cost + X%	Cost + X%
On-site Repair NTE (above cost of inspection)	\$ 500.00	\$ XXX	\$ XXX

Fire Sprinkler Deficiency Repairs:

The Fire Sprinkler and related service Inspection Services do not include repairs or correction of system deficiencies. For deficiencies that are discovered during the inspection process, Cintas is authorized to proceed with any repairs required to bring the systems into good working order so long as the fees for such repairs do not exceed the NTE Allowance. If 5 year inspections are due, Cintas is authorized to proceed with those inspections and corresponding gauge replacement. For deficiencies that cannot be repaired within the NTE Allowance, Cintas will report these deficiencies to the Customer with recommendations for corrective action according to the agreed upon Deficiency Repairs and Service Call guidelines.

KITCHEN FIRE SUPPRESSION EQUIPMENT MAINTENANCE & SERVICE

Kitchen Fire Suppression Maintenance Scope of Work (NFPA 17A, 2009 Edition, Chapter 7 & in accordance with the manufacturer’s listed installation and maintenance manual)

KITCHEN FIRE SUPPRESSION	COST		
	Column A	Column B	Column C
Semi-Annual Maintenance, each (First System includes 1 cylinder)	\$ XXX	\$ XXX	\$ XXX
Additional Cylinders, each	\$ XX	\$ XX	\$ XX
Replacement Parts			
Fusible Links, each	\$ XX	\$ XX	\$ XX
Rubber Blow Off Caps, each	\$ XX	\$ XX	\$ XX
Metal Blow Off Cap, each	\$ XX	\$ XX	\$ XX
On-Site Repair NTE	\$ XXX	\$ XXX	\$ XXX

Fire Suppression System Deficiency Repairs:

The Fire Suppression Maintenance Services do not include repairs or correction of system deficiencies unless explicitly specified above. For deficiencies that are discovered during the inspection process, Cintas is authorized to proceed with any repairs required to bring the systems into good working order so long as the fees for such repairs do not exceed the NTE Allowance. For deficiencies that cannot be repaired within the NTE Allowance, Cintas will report these deficiencies to the Customer with recommendations for corrective action according to the agreed upon Deficiency Repairs and Service Call guidelines.

FIRE ALARM SYSTEM INSPECTION AND TESTING

Fire Alarm Systems Inspection and Test Scope of Work (NFPA 72, 2002 Edition, Chapter 10 & Tables 10.3.1, 10.4.2.2 & 10.4.3)

FIRE ALARM SERVICE	INSPECTION COST		
	Column A	Column B	Column C
Master Fire Alarm Panel, each	\$ XXX	\$ XXX	\$ XXX
Remote Annunciator/Auxiliary/NAC Power Supply, each	\$ XX	\$ XX	\$ XX
Device Inspections (Includes: Smoke Detector, Heat Detector, Pull Station, Flow Switch, Tamper Switch, Audio/Visual Device)	\$ XX	\$ XX	\$ XX
Duct Detectors	\$ XX	\$ XX	\$ XX
Lift Rental	Cost + 42%	Cost + X%	Cost + X%
On-site Repair NTE	\$ 500.00	\$ XXX	\$ XXX

Fire Alarm Systems Deficiency Repairs:

The Fire Alarm Systems Inspection and Testing Services do not include repairs or correction of system deficiencies unless explicitly specified above. For deficiencies that are discovered during the inspection process, Cintas is authorized to proceed with any repairs required to bring the systems into good working order so long as the fees for such repairs do not exceed the NTE Allowance. For deficiencies that cannot be repaired within the NTE Allowance, Cintas will report these deficiencies to the Customer with recommendations for corrective action according to the agreed upon Deficiency Repairs and Service Call guidelines.

EMERGENCY LIGHTING INSPECTION TEST AND MAINTENANCE

Emergency & Exit Lighting Inspection and Test Scope of Work (NFPA 101, 2006 Edition, Chapter 7.9.3, 7.10.9.2 and/or listed below)

EMERGENCY LIGHTING SERVICE	INSPECTION COST		
	Column A	Column B	Column C
30 Second Push Button Test, each	\$ XX	\$ XX	\$ XX
Battery Load Test, each	\$ XX	\$ XX	\$ XX
90 Minute Burn for up to 10 units, per hour (2hr minimum)	\$ XX	\$ XX	\$ XX
Additional Units, each	\$ XX	\$ XX	\$ XX

Note: Excludes all replacement parts, tax, new equipment, work required to be performed by a licensed electrician, any fluorescent emergency type units and emergency/exit light units 12’ above finished floor (AFF).

Replacement Parts			
Batteries (up to 6v,4ah)	\$ XXX	\$ XXX	\$ XXX
Bulb Replacement (Excludes Halogen and LED type bulbs)	\$ XX	\$ XX	\$ XX
On-site Repair NTE	\$ 250.00	\$ XXX	\$ XXX

Note: Emergency/Exit light bulbs and batteries that can be replaced at time of inspection will have a pre-authorized price (up to NTE)

Emergency & Exit Lighting Deficiency Repairs:

The Emergency & Exit Lighting Inspection Services do not include repairs or correction of system deficiencies unless explicitly specified above. For deficiencies that are discovered during the inspection process, Cintas is authorized to proceed with any repairs required to bring the equipment into good working order so long as the fees for such repairs do not exceed the NTE Allowance. For deficiencies that cannot be repaired within the NTE Allowance, Cintas will report these deficiencies to the Customer with recommendations for corrective action according to the agreed upon Deficiency Repairs and Service Call guidelines.

SERVICE AND LABOR CHARGES-SLA's

SERVICE CHARGES & LABOR RATES	COST		
	Column A	Column B	Column C
EMERGENCY Technician onsite within 4 hours, 4 hour minimum	\$ XX	\$ XX	\$ XX
PRIORITY Technician onsite within 24 hours, 2 hour minimum	\$ XX	\$ XX	\$ XX
URGENT Technician onsite within 48 hours	\$ XX	\$ XX	\$ XX
STANDARD Technician scheduled at first mutually agreeable time	\$ XX	\$ XX	\$ XX
LABOR			
Standard Hours Labor, per hour	\$ XX	\$ XX	\$ XX
Overtime / Afterhours Labor, per hour	\$ XXX	\$ XXX	\$ XXX
Holiday and Weekend Hours, per hour	\$ XX	\$ XX	\$ XX
*Labor rates constant for each service level			
NATIONWIDE			
Minimum Billing Charge per Location	\$ XX	\$XX	\$XX
High Market Premium (AK,HI, NY-5 Boroughs,IL-Chicago, Puerto Rico, Canada)	XX%	XX%	XX%
NYC Entry/Exit Fee	\$ XX	\$XX	\$XX
*Additional labor charges or rates and pricing for Canada to be quoted			

Standard hours are Monday-Friday 8:00 am - 5:00 pm.

Cintas reserves the right to charge additional rates when proprietary labor, union labor or a preferred vendor is required.

CINTAS CORPORATION
National First Aid and Safety Agreement

This agreement (hereinafter "Agreement") dated <insert alpha month, numeric day, year> (hereinafter "Execution Date") is entered into between CINTAS Corporation No. 2, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and <insert customer name in upper case> organized and existing under the laws of the State of <insert state name> with its principal office located at <insert street address, city, state, zip>, and its successors and assigns (hereinafter "Customer") regarding a regarding first aid and safety products and/or training services as outlined below.

The parties hereby agree as follows:

- First Aid and Safety Service** Company will be designated by Customer as the first aid and safety (hereinafter "First Aid") service provider for every Customer location that lies within Company's normal operating service areas. Except as otherwise expressly provided in this Agreement, Customer will purchase exclusively from Company all of its requirements of first aid cabinet services (as defined in Section 2) during the term of this Agreement. Except as provided in Section 8 "Existing Agreements", all Customer locations will be subject to the terms and conditions of this Agreement as of the Execution Date. Customer will provide to Company a complete list of its locations in excel format with complete contact information (names, title, address, zip code, and phone number), within 30 days of the execution date of this Agreement, and annually thereafter.
- Description of Services:** Company or it's participating Independent Distributors shall be provide Customer with products and/or on-site restocking service to each location listed in Exhibit A, and to additional locations which may be added by Customer. Company shall clean and inventory all first aid stations in accordance with generally accepted industry standards and supply first aid and other products and services as specified by Customer. All merchandise delivered to Customer's locations shall become the property of Customer. Service area and prices only apply to 48 contiguous US unless otherwise specified.
- Pricing** Customer agrees to utilize First Aid on-site restocking services from Company, and Company agrees to provide to Customer, the First Aid services described on Exhibit A, "Services & Pricing" at the prices set forth in Exhibit B. Prices will be in effect at Customer locations currently serviced by Company within thirty (30) days after Company's receipt of an introduction letter and a complete list of Customer locations as outlined in Section 1. The prices in Exhibit B are based on providing monthly First Aid on-site restocking services to all Customer Sites. If at least eighty-five percent (85%) of Customer Sites are not participating in the program by the first anniversary of the Agreement, the then current unit prices will be increased by ten percent (10%) within 45 days of the end of the one (1) year anniversary. **Regardless of any other pricing provisions herein, prices charged to a Customer pursuant to the TIPS 210304 MRO Vendor Agreement shall comply with the then current TIPS 210304 MRO Vendor pricing.**
- Adding Services** Additional services may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional services shall automatically become a part of and subject to the terms of this Agreement.

5. **Term** This Agreement is effective as of the Execution Date and shall continue for a period of thirty-seven (37) months (the “Term”). This Agreement will automatically renew for the same period unless either party is notified by the other party, to the contrary, in writing a minimum of ninety (90) days in advance of the expiration of the then current term. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of twenty-four (24) months or the remainder of the Term for any individual Customer location added after the Execution Date.

6. **Price Adjustments Price Adjustments** Upon each anniversary of the Execution Date, the prices then in effect shall be automatically increased by not more than 5% as proposed to TIPS RFP 210304 MRO and awarded Vendor Agreement for same. Company may adjust prices at any time if Customer requests significant changes to the program, service requirements, sales requirements, billing requirements, or report generation that was not contemplated by the parties at the Execution Date, provided that prices changed comply with the Cintas’ proposal to TIPS RFP 210304 MRO and awarded Vendor Agreement for same Notification to the Customer of said price adjustment will occur approximately thirty (30) days prior to the effective date of such change. Company will present Customer with the proposed new prices and explanation. Should Customer dispute these changes, Company may choose to exclude those affected products or services from the program or terminate the Agreement.

Should Company experience any significant cost increases that necessitate price changes during this Agreement, Company will present Customer with the proposed new prices. Should Customer reject these changes, Company may choose to exclude those affected items from the program or terminate the Agreement with thirty (30) days written notice.

7. **Service Guarantee & Cancellation** Company guarantees to deliver the highest quality First Aid service 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 as it pertains to the Customer location to which the complaints relate.

If this Agreement is terminated prior to the scheduled termination date or service at any location terminated prior to the scheduled termination date for such service, including, but not limited to, a sale of the stock or a sale of substantially all assets of Customer or of a particular Customer location serviced under this Agreement, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated, in whole or in part, by the Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above or terminated by Company for cause at any time, to the extent permitted by applicable law Customer will pay to Company, as liquidated damages and not as a penalty, twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue. Customer shall be responsible for any unpaid charges on Customer’s account prior to termination.

8. **Existing Agreements** The Customer certifies to Company that this Agreement in no way infringes upon any other existing agreement between Customer and another service provider. Company will begin servicing Customer locations that currently are being serviced under existing agreements with other cabinet first aid service companies upon the expiration of such location’s existing agreement. Customer will make a reasonable effort to provide Company with the expiration

dates of all competitors' agreements within sixty (60) days of the Execution Date of this Agreement.

9. **Indemnification** Company agrees to indemnify, defend and hold harmless the Customer and all of the affiliates, subsidiaries, officers, directors, employees, agents, assignees and successors of the Customer against any and all claims, demands, actions, causes of action, liabilities, suits, or proceedings or any settlement thereof and related expenses, including reasonable attorneys' fees and court costs, resulting from its negligent acts or omissions.

10. AED Indemnity - Risk of Loss:

CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS AS IT RELATES TO CINTAS, BUT NOT THE MANUFACTURER OR OTHER PARTIES IN THE SUPPLY CHAIN OF THE AED DEVICE UNITS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES.

11. AED Warranty:

Customer acknowledges that all AED purchases made under this Agreement will be subject to the warranty provided by the manufacturer of the AED and not Cintas. Customer acknowledges that Cintas makes no warranty, representation or covenant, express or implied, with respect to the AED products and hereby releases and holds Cintas harmless from any claim or liability associated with the purchase of use of the AED. In addition, Cintas warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the service at the time of performance.

12. **AED Limitation of Liability.** Customer acknowledges and agrees that Contractor cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED to work as intended. IF CONTRACTOR 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 SALE (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES

RESULTING FROM CONTRACTOR'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CONTRACTOR'S AND ITS REPRESENTATIVES' 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 Contractor to obtain a higher limit by paying an additional amount consistent with the increase in liability. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CONTRACTOR AND THE WAIVERS SET FORTH IN THIS ADDENDUM ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CONTRACTOR, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CONTRACTOR TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT SELL THE AED DEVICES TO CUSTOMER AT THE PRICES SET FORTH IN THIS ADDENDUM. 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.

Customer Billing and Payment Terms Billing notice/statement will be Company's standard format. Should Customer require a format other than Company's standard notice/statement format, an additional fee may be assessed. Any non-standard billing process including EDI must be mutually agreed to in writing.

Payment shall be made within THIRTY (30) days of receipt of the notice/statement, Net 30. P-card payment made using a P-card shall be made within ten (10) days of receipt of the invoice or notice/statement, Net 10.

Customer agrees to carefully review each invoice prior to making payment and to notify Company of any dispute within thirty (30) days from the date of the invoice. Disputes not raised within six (6) months of the invoice date shall be deemed waived by the Customer. If there is an invoice dispute Customer and Company agree that any financial resolution will be limited to the invoices issued during the previous six (6) month period from the date the dispute arises. If Company has overbilled the Customer, a full lump sum credit will be issued by an agreed upon date not to exceed sixty (60) days in the future. If the Company has under billed the Customer, Customer agrees to allow the Company to bill for the full under billing by a mutual agreed upon date not to exceed sixty (60) days in the future.

13. **Service Charge** The service charge is used to help the 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 Company's goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by the Company. The Service Charge is listed on Exhibit B. **Regardless of any other pricing provisions herein, prices charged to a Customer pursuant to the TIPS 210304 MRO Vendor Agreement shall comply with the then current TIPS 210304 MRO Vendor pricing.**

14. **Titles** Titles are provided solely for the convenience of the parties, and shall not be considered in any construction of this Agreement.

15. **Notices** All notices or other communications that may be given in connection with this Agreement shall be in writing, sent certified mail or by a reputable national delivery service, signed receipt requested. Notices given by Company shall be addressed to *<insert name>*, at *<insert customer street address, city, state, zip>*, Attention: *<insert appropriate title to direct notices to and any internal department number>*, or at such other address as Customer specifies by notice to Company. Notice given by Customer shall be addressed to CINTAS CORPORATION at 6800 Cintas Blvd., P. O. Box 625737, Cincinnati, OH 45262-5737
Attention: Sr. Director Sales & Operations – Strategic Markets with a copy to Legal Department, or at such address as Company specifies by notice to Customer. Notices are effective upon receipt.

16. **Entire Agreement** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between the parties. This Agreement may not be changed or modified, except by agreement in writing, signed by each of the parties.

17. **Miscellaneous** This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

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

COMPANY
CINTAS CORPORATION NO 2

CUSTOMER
<insert customer name in uppercase>

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

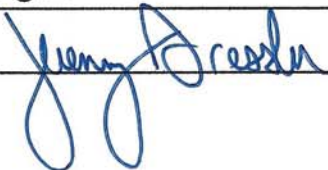


ADD IN SITE LIST

EXHIBIT B

ADD IN PRICING

TIPS Vendor Agreement Signature Form

RFP 210304 MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies,
Equipment, Tool Rental, Sales and Services

Company Name Cintas Corporation No.2
Address 6800 Mason Blvd
City Mason State OH Zip 45262
Phone 713-204-9328 Fax _____
Email of Authorized Representative DresslerJ@cintas.com
Name of Authorized Representative Jeremy Dressler
Title Major Account Manager - Government
Signature of Authorized Representative 
Date 6/21/2021
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 6-21-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210304 Addendum 1 Cintas Supplier Response

Event Information

Number: 210304 Addendum 1
Title: MRO (Maintenance, Repair and Operations of Facilities and Grounds)
Supplies, Equipment, Tool Rental, Sales and Services
Type: Request for Proposal
Issue Date: 3/4/2021
Deadline: 4/16/2021 03:00 PM (CT)
Notes: **IF YOU HOLD TIPS CONTRACTS 180307 EQUIPMENT AND TOOL RENTAL AND SALES FOR MRO (MAINTENANCE, REPAIR AND OPERATIONS OF FACILITIES AND GROUNDS OR 180406 MRO SUPPLIES AND EQUIPMENT YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING REPLACED BY THIS CONTRACT.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Cintas Information

Address: 5280 Investment Drive
Dallas, TX 75236
Phone: (713) 204-9328
Toll Free: (713) 204-9328

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeremy Dressler

Signature

Submitted at 4/16/2021 2:14:40 PM

dresslerj@cintas.com

Email

Requested Attachments

Vendor Agreement

1 - 210304 Vendor Agreement with Redlines.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

2 - 210304 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1

3 - 210304 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

4 - 210304 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Reference Form

5 - Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

6 - Fire Protection Overview.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

9 - Cover Letter, Exceptions, and Sample Contracts.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

10 - First Aid & Safety Overview.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

11 - Cintas Logo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

13 - Certification of Corporate Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

15 - Confidential Documents.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

16 - W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
----------	--

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

No

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

WA, OR, CA, NV, ID, UT, AZ, CO, NM, TX, OK, KS, NE, IO, MN, WI, IL, MO, AR, LA, MS, AI, TN, KY, IN, MI, OH, WV, FL, GA, SC, NC, VA, NJ, PA, MA, NY, VT, ME, NH, ME,

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Cintas Corporation provides highly specialized services to businesses of all types; including over 14,000 governmental and educational customers out of their 1,000,000 customers across the country. Cintas designs, manufactures and implements corporate identity uniform programs, provides entrance mats, mops, towels, restroom supplies, promotional products, first aid and safety products, PPE supplies, and fire protection services for businesses across North America.

6 Primary Contact Name

Primary Contact Name

Jeremy Dressler

7 Primary Contact Title

Primary Contact Title

Governmental Account Manager

8 Primary Contact Email

Primary Contact Email

dresslerj@cintas.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

7132049328

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

18666444511

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7132049328"/>
----------------------	---

1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Amy Koehler"/>
----------------------	---

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Enterprise Support Manager"/>
----------------------	--

1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="koehlera@cintas.com"/>
----------------------	---

1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7089106623"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="18444297619"/>
----------------------	---

1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
----------------------	--

1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Amy Koehler"/>
----------------------	---

1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="koehlera@cintas.com"/>
----------------------	---

2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7089106623"/>
----------------------	--

2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Amy Koehler"/>
----------------------	--

2 2	Purchase Order Contact Email Purchase Order Contact Email koehlera@cintas.com
----------------------	--

2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7089106623
----------------------	--

2 4	Company Website Company Website (Format - www.company.com) www.cintas.com
----------------------	--

2 5	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) [REDACTED]
----------------------	---

2 6	Primary Address Primary Address 5280 Investment Drive
----------------------	--

2 7	Primary Address City Primary Address City Dallas
----------------------	---

2 8	Primary Address State Primary Address State (2 Digit Abbreviation) TX
----------------------	--

2 9	Primary Address Zip Primary Address Zip 75236
----------------------	--

3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) AED, First Aid Cabinets, First Aid Training, AED Training, Fire Extinguishers, Suppression Systems, Fire Alarms, Sprinkler Systems
----------------------	---

**3
1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

**3
2** Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

**3
3** Company Residence (City)

Vendor's principal place of business is in the city of?

Dallas

**3
4** Company Residence (State)

Vendor's principal place of business is in the state of?

Texas

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

5
1

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

3 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 **2 CFR PART 200 Contracts**

4 Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 **2 CFR PART 200 Termination**

5 Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
6

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 3 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 4 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

7

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

9

70 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

71 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
5

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
6

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

7
8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
9 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
0 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

No

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Details of deviations are attached titled 9 - Cover Letter, Exceptions, and Sample Agreements. In addition, for some of our MRO services, we do require a separate contract with other terms and conditions to be signed between Cintas and the TIPS member. Those sample agreements are included in this attachment.

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

88 Required Confidentiality Claim Form

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

89 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9
1 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9
2 **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
3 **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
4 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
5 **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Cintas Corporation No.2
(Name of Corporation)

Christopher J. Skufca certify that I am the Assistant Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Jeremy Dressler
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Government Account Manager
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available


SIGNATURE

4/16/21
DATE

Required Confidential Information Status Form

Cintas Corporation No.2

Name of company

Jeremy Dressler - Major Account Manager- Government

Printed Name and Title of authorized company officer declaring below the confidential status of material

6800 Mason Blvd Mason OH 45262 713-204-9328

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 1 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Jeremy Dressler Date 4/15/2021

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____