NOTICE OF AWARD OF CONTRACT

TO: CINTAS CORPORATION
6800 Cintas Corporation
Mason, OH 45040

DATE ISSUED: February 19, 2014
CURRENT CONTRACT NO: 626-14
CONTRACT TITLE: UNIFORMS AND RELATED CATALOG PRODUCTS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2015.

This is the FIRST year of a THREE year contract.

The contract documents consist of Harford County Public Schools, Maryland Contract No. 12-JHL-011C and any amendments thereto and this Notice of Award.

CONTRACT PRICING:

1. Refer to Exhibit A for pricing

ATTACHMENTS:

1. Contract No. 12-JHL-011C(Exhibit B)
2. RIDER AGREEMENT 626-14

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: John Goff
EMAIL: goffj@cintas.com

TELEPHONE NO.: 703-881-4370

COUNTY CONTACT: James Menditto
EMAIL: jmendi@arlingtonva.us

TELEPHONE NO.: 703-228-4451

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPPO, CPPB
Assistant Purchasing Agent

DISTRIBUTION

Date: 2/19/14
BID FOLDER: 1
THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between ("Contractor"), a Nevada corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantities specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. **CONTRACT DOCUMENTS**
   The Contract Documents consist of this Agreement and Exhibit A, Cintas Corporation U.S. Communities Pricing Schedule, and Exhibit B Harford County Public Schools, Maryland Contract 12-JLH-011C (incorporated herein by reference), together with any exhibits and amendments issued or applicable thereto (Collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Harford County Public Schools, Maryland. The Contractor desires to extend to the County the same pricing as the Contractor’s agreement with Harford County Public Schools, Maryland.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. **CONTRACT TERM**
   The Contractor’s provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than March 31, 2015 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Harford County Public School renews their agreement identified in Exhibit B, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month periods from April 1, 2015 to March 31, 2017 ("Subsequent Contract Terms"). However, if Harford County Public Schools does NOT renew their agreement identified in Exhibit B, this Agreement shall automatically expire on the date of Harford County Public Schools’ contract expiration date.
3. **CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices and percentage off list prices as set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **SCOPE OF WORK**

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide uniforms and related catalog products to the County.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

6. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. **PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of
receipt of the entire order, or the date of acceptance of the work
which meets the Contract requirements, whichever is later. Payments
will be made by the County for goods or services furnished, delivered,
inspected, and accepted upon receipt of invoices submitted on the date
of shipment or delivery of service, subject to applicable payment
terms. The number of the County Purchase Order pursuant to which
authority shipments have been made or services performed shall appear
on all invoices. Invoices shall be submitted in duplicate. Unless
otherwise specified herein, payment shall not be made prior to delivery
and acceptance of the entire order by the County.

8. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions
within seven (7) days after receipt of amounts paid to the Contractor
by the County for work performed by any subcontractor under this
Contract:

a. Pay the subcontractor for the proportionate share of the total
payment received from the County attributable to the work
performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the
Contractor's intention to withhold all or a part of the
subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all
amounts owed by the Contractor to the subcontractor that remain unpaid
after seven (7) calendar days following receipt by the Contractor of
payment from the County for work performed by the subcontractor under
this Contract, except for amounts withheld as allowed in subsection b.,
above. Unless otherwise provided under the terms of this Contract,
interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are
permitted, a provision requiring each subcontractor to include or
otherwise be subject to the same payment and interest requirements as
those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a
subcontractor pursuant to this section may not be construed to be an
obligation of the County. A Contract modification may not be made for
the purpose of providing reimbursement for such interest charge. A
cost reimbursement claim may not include any amount for reimbursement
for such interest charge.

9. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this
Contract are subject to the availability of an annual appropriation for
this purpose by the County Board of Arlington County, Virginia. In the
event of non-appropriation of funds by the County Board of Arlington
County, Virginia for the goods or services provided under this Contract
or substitutes for such goods or services which are as advanced or more
advanced in their technology, the County will terminate the Contract,
without termination charge or other liability to the County, on the

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last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

10. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

11. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

12. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer’s standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers’ warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer’s or supplier’s warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS
Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County.
County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

14. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

15. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.
16. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any
Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

18. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of
receipt of the notice of termination or other date specified in the
notice; place no further orders or subcontracts for materials, services
or facilities except as are necessary for the completion of such
portion of the work not terminated; immediately transfer all
documentation and paperwork for terminated work to the County; and
terminate all vendors and subcontracts and settle all outstanding
liabilities and claims.

19. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors
to save, defend, hold harmless and indemnify the County, and all of its
elected and appointed officials, officers, current and former
employees, agents, departments, agencies, boards, and commissions
(collectively the "County" for purposes of this section) from and
against any and all claims made by third parties or by the County for
any and all losses, damages, injuries, fines, penalties, costs
(including court costs and attorney's fees), charges, liability,
demands or exposure, however caused, resulting from, arising out of, or
in any way connected with the Contractor's acts or omissions, including
the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify
shall survive the termination of this Contract. If, after notice by
the County, the Contractor fails or refuses to fulfill its obligations
contained in this section, the Contractor shall be liable for and
reimburse the County for any and all expenses, including, but not
limited to, reasonable attorneys fees incurred and any settlements or
payments made. The Contractor shall pay such expenses upon demand by
the County and failure to do so may result in such amounts being
withheld from any amounts due to Contractor under this Contract.

20. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby
agree to hold as confidential all County information obtained as a
results of its Work under this Contract. Confidential information
includes, but is not limited to, nonpublic personal information,
personally identifiable health information, social security numbers,
addresses, dates of birth, other contact information or medical
information about a person, information pertaining to products,
operations, systems, customers, prospective customers, techniques,
intentions, processes, plans, expertise and any information entrusted
to any affiliate of the parties. The Contractor shall take reasonable
measures to ensure that all of its employees, agents, and
subcontractors are informed of, and abide by, this requirement.

21. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington
County Purchasing Resolution, as well as any Virginia or federal law
related to ethics, conflicts of interest, or bribery, including, by way
of illustration and not limitation, the Virginia State and Local
Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et
seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-
498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the
Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor
certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. **COUNTY EMPLOYEES**
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

23. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

24. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

25. **RELATION TO THE COUNTY**
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

26. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire.
under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

27. **Audit**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28. **Assignment**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

29. **Amendments**
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

30. **Arlington County Purchasing Resolution and County Policies**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

The Service Contract Wages provision of the Arlington County Purchasing Resolution (Article 4-103) does not apply to this contract.

31. **Dispute Resolution**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from
the Office of the Purchasing Agent. The Contractor shall not cause a
delay in the Work pending a decision of the Project Officer, County
Manager, County Board, or a court.

32. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia, and the
jurisdiction, forum, and venue for any litigation with respect hereto
shall be in the Circuit Court for Arlington County, Virginia, and in no
other court. In performing its work under this Contract, the
Contractor shall comply with applicable federal, state, and local laws,
ordinances and regulations.

33. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject
to arbitration, and that any references to arbitration are expressly
deleted from the Contract.

34. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are
cumulative, and no such remedy shall be exclusive of any other remedy
available to the County at law or in equity.

35. **NO WAIVER**
The failure of either party to exercise in any respect a right provided
for in this Contract shall not be deemed to be a subsequent waiver of
the same right or any other right.

36. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this
Contract are severable, and if any phrase, clause, sentence, paragraph
or section of this Contract shall be declared invalid by a court of
competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this
Contract.

37. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this
Contract or any action taken by the County pursuant to this Contract
shall constitute or be construed as a waiver of either the sovereign or
governmental immunity of the County. The parties intend for this
provision to be read as broadly as possible.

38. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which
specifically state that the term or paragraph survives the expiration
of termination of this Contract, the following sections if included in
this Contract also survive: **INDEMNIFICATION; RELATION TO COUNTY;
AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.**

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39. **HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

40. **AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

41. **NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**
Craig Jackson  
Cintas Corporation  
6000 Cintas Boulevard  
Mason, OH 45040

**TO THE COUNTY:**
James Menditto  
Arlington County Government  
1400 N. Uhle Street, Suite 601  
Arlington, VA 22201

**AND**

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

42. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

43. **INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract.
and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. It is the Contractor’s responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self
insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: _____________________________
NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 2/19/14

CINTAS CORPORATION

AUTHORIZED SIGNATURE: _____________________________
NAME AND TITLE: R.L. HOFFMANN, JR./GM
DATE: 2/18/14
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EXHIBIT A
Public agencies willing to utilize existing garment inventory will receive a discount of new garments may realize lower pricing.

Please note that all pricing given is based upon the per piece retail/lease price reflecting the investment new garments in a public agency uniform program.

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<thead>
<tr>
<th>Item</th>
<th>Price Per Garment</th>
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<td>Embroidery</td>
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<td>Cap</td>
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<td>Lab Coats (per coat)</td>
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<tr>
<td>F/R Pants (per pant)</td>
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<tr>
<td>F/R Shirts (per shirt)</td>
<td>$0.27</td>
</tr>
<tr>
<td>Coveralls (Insulated)</td>
<td>$0.49</td>
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<tr>
<td>Coveralls (Poly Cotton Blend)</td>
<td>$0.60</td>
</tr>
<tr>
<td>Carhart FR Jean</td>
<td>$0.600</td>
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</tbody>
</table>
MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

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

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

A. Services: Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.

B. Term: The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

C. Compensation: HCPS agrees to pay and Supplier agrees to accept as compensation for the
products provided pursuant to this Master Agreement, the following:


D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).

G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

| Supplier: | Cintas Corporation |
| Attn:     | Craig Jackson, Senior Global Account Manager |
| Address:  | 6800 Cintas Blvd |
|           | Mason, OH 45040 |
| Phone:    | 513-459-1200 |

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any
apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

J. Entire Master Agreement: This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.

K. Participating Public Agencies: Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by ___________________________  4/11/12
Superintendent of Schools

by ___________________________  4/10/12
Date

Attest: ___________________________
President Board of Education of Harford County

Cintas Corporation

by ___________________________  3/23/12
Senior Global Account Manager

Attest: ___________________________  3/23/12

To access pricing information, please use your login at www.uscommunities.org.
HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #1
RFP# 12-JLH-011
FACILITIES SOLUTIONS

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

The Parties hereby further agree as follows:

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

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

CINTAS CORPORATION

By: __________________________
Title: __________________________
Date: 11/12/12

HARFORD COUNTY PUBLIC SCHOOLS

By: __________________________
Title: __________________________
Date: 11/15/12