

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

10 July 2013

District 1 Supervisor John Bell Crosby
District 2 Supervisor Ronny Lott
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject: Approve Uniform-Rental Contract with Cintas

Gentlemen:

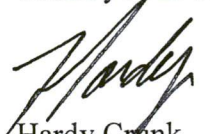
Madison County rents uniforms for the Road, Solid Waste, and Buildings and Grounds departments. Our current uniform rental contract with Cintas expires on August 2.

Cintas is now the U.S. Communities (NACO) approved provider of uniform rental contracts. You will see the name Hartford County Public Schools (Bel Air, Maryland) listed in the first paragraph of the attached agreement. The school district is the lead agency that solicited the contract with Cintas and executed the master agreement. The Mississippi Department of Finance and Administration adopted the contract as the State Contract for uniform rentals.

Under the U.S. Communities-approved State Contract, Madison County can now contract for uniform rentals at a reduced price. The county is currently paying \$7.50 per employee per week for uniform rental (shirts and pants). Under the new contract the price will drop to \$6.88 per week, a savings of 62 cents per employee per week. The jacket rental price will fall from \$1.50 per week per employee to 75 cents per week per employee. Jackets are only rented during cold weather.

It is my recommendation that the Board approved the attached agreement with Cintas for a term of 36 months with two optional two-year renewal periods and authorize the board president to execute said agreement.

Thank you in advance for your consideration of this agreement,


Hardy Crunk
Purchase Clerk

Hardy Crunk

From: Mike Espy <mike@mikespy.com>
Sent: Wednesday, July 10, 2013 10:40 AM
To: Hardy Crunk
Cc: Sharon Fleming
Subject: Re: Cintas Uniform Rental Contract
Attachments: CINTAS UNIFORM RENTAL CONTRACT.pdf; Untitled attachment 00041.htm

Uniform contract Reviewed and approved. Thanks.

Mike Espy
Mike Espy, PLLC
317 E. Capitol St., Ste. 101
Jackson, MS 39201
Phone: 601-355-9101
Fax: 601-355-6021
mike@mikespy.com

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On Jul 10, 2013, at 9:44 AM, Hardy Crunk wrote:

Mike,

Attached for your review is a copy of a proposed uniform rental contract with Cintas and supporting documentation. The contract is a U.S. Communities



Location No. 210

Contract No. 5999

FACILITIES SOLUTIONS AGREEMENT

Customer No. _____

Customer/Participating Agency MADISON COUNTY

Date _____

Address 3137 S. LIBERTY ST. City CANTON State MS Zip 39046

Phone _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
945	COMFORT PANTS	.205
59935	ENHANCED VIS. SHIRT	.42
59970	ENHANCED VIS. JKT.	.75

- This agreement is effective as of the date of execution of the Master Agreement, April 1, 2012, for a term of 36 months with two (2) optional two year renewal terms. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the contract. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
- Name Emblem \$ 05 ea • Company Emblem \$ 0 ea
- Customer Emblem \$ 0 ea • Embroidery \$ 0 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item NA % of Inventory 0 \$ 0 Ea.
- Automatic Lost Replacement Charge: Item NA % of Inventory 0 \$ 0 Ea.
- Minimum Charge \$ 0 per delivery.
- Make-Up charge \$ 0 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0 per garment.
- Seasonal Sleeve Change \$ 05 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 - Shop towel container \$ 05 per week.
- Artwork Charge for Logo Mat \$ 0
- Uniform Storage Lockers: \$ 0 ea/week, Laundry Lock-up: \$ 0 ea/week Shipping: \$ 0
- Service Charge \$ 0 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 0 per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	84305	3x5 MAT	ANY	ANY	2.00
	84405	4x6 MAT	ANY	ANY	2.47
	84005	3x10 MAT	ANY	ANY	2.94

- *Indicated bundled items/services
- Initial and check box if Unilease. All Garments will be cleaned by customer
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Cintas Loc. No: 210 - JACKSON MS CUSTOMER: Please Sign Name X

By: TEEY DAWKINS Please Print Name X

Title: SERVICE MANAGER Please Print Title X

Accepted-GM: _____ Email X

US Communities Participating Public Agencies Terms

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

Supplier General Service Terms Section

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

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

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

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

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

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

Item No.	COMFORT SHIRTS	US Communit ies Price	LR Rate
865	PLEATED PANTS	\$ 0.278	\$22.00
271	Women's Comfort Shirt	\$ 0.185	\$16.40
299	PREMIUM PRO-KNIT POLO SHIRTS	\$ 0.309	\$23.50
390	SUSAN FIT COMFORT PANT	\$ 0.315	\$20.60
395	CATHY FIT COMFORT PANT	\$ 0.315	\$21.30
259	PRO-KNIT POLO SHIRTS	\$ 0.291	\$19.75
366	HIGH IMAGE JACKETS	\$ 0.446	\$50.00
925	00 White Lab Coat	\$ 0.261	\$23.00
82497	00 White Polyester Butcher Coat	\$ 0.272	\$24.00
82497	80 Light Blue Polyester Butcher Coat	\$ 0.304	\$27.00
384	CARHARTT SHIRT	\$ 0.400	\$24.00
381	CARHARTT 5 POCKET JEAN	\$ 0.460	\$26.00
382	CARHARTT CARPENTER JEAN	\$ 0.510	\$29.00
383	CARHARTT WORK PANT	\$ 0.460	\$26.00



STATE OF MISSISSIPPI

**CONTRACT NUMBER
5-983-53204**

**CINTAS COOPERATIVE AGREEMENT
FOR UNIFORM RENTAL**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

CINTAS COOPERATIVE CONTRACT FOR UNIFORM RENTAL

EFFECTIVE DATES: December 1, 2012 through November 30, 2013

NEGOTIATED STATE CONTRACT NO.:

5-983-53204

VENDOR:

Contract Administrator:

Phone:

Fax:

Email:

Website:

Cintas

Ermand Vakiari

888-686-8088

601-366-2806

VakiariE@cintas.com

www.cintas.com

State of Mississippi

Contact:

Phone:

Email:

Ross Campbell

601-359-2004

Ross.Campbell@dfa.ms.gov

We have established a cooperative purchasing agreement with US Communities Government Purchasing Alliance in accordance with Miss. Code Annotated Section 31-7-13 (m) (xxix) to allow purchases from their cooperative contract with Cintas. This contract is for uniform rental only. This contract allows agencies to save money on uniform rental and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

Uniforms

Item	Item Number	Rental
		State of Mississippi Purchasers can obtain pricing at least equal to National Account Pricing minus 10% through US Communities
Men's Long Sleeve Shirt	935	
Men's Short Sleeve Shirt	935	
Men's Long Sleeve Shirt (Cotton)	330	
Men's Short Sleeve Shirt (Cotton)	330	
Men's Long Sleeve Shirt (Oxford)	374	
Men's Short Sleeve Shirt (Oxford)	374	
Men's Polo Shirt	259	
Men's Pants	945	
Men's Pants (Cotton)	340	
Men's Pants (Jeans)	894	
Men's Cargo Pants	270	
Carhartt Tradesman Workshirt	384	
Carhartt Five Pocket Jean	381	
Carhartt Carpenter Jean	382	
Carhatt Dungaree Pants	383	
Women's Short Sleeve Shirt	205/271	
Women's Long Sleeve Shirt (Oxford)	66528	
Women's Short Sleeve Shirt (Oxford)	66528	
Women's Polo Shirt	298	
Women's Pants	395/390	
Chef Coats	82670	
Chef Pants	71125	
Aprons	67627	
T-Shirts	268	
Jacket (Lightweight) (per jacket)	677	
Jacket (Heavyweight) (per jacket)	970	
Jacket (Enhanced-Visibility)	59970	
Shirt (Enhanced-Visibility)	59935	
Shirt (Hi-Visibility)	65386	
T-Shirt (Hi-Visibility)	69526/69692	
Coveralls (Poly Cotton Blend)-Per Coverall	912	
Coveralls (Cotton)-Per Coverall	910	
Coveralls (FR)-Per Coverall	82302	
FR Shirts (per shirt)	60694	
FR Pants (per pant)	70644	
Lab Coats (per coat)	925	
Food Processing Shirt	833	
Comfort Collarless Blouse	675	
Soiled Hamper	-	
Emblem	-	
Make Up Charge-waived on initial installation and for the first 30 days of service.	-	
Name Tag	-	
Delivery Fee	-	
Size Premium	-	
Lockers	-	
		For Item Pricing and Program Information contact Cintas at 1-888-686-8088.

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:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.
- 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

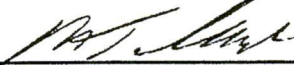
apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the 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.

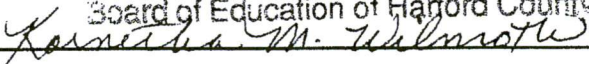
- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with 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.

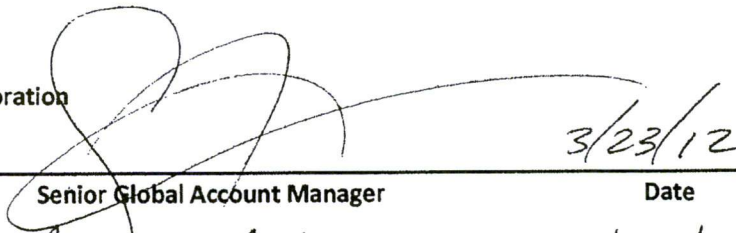
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

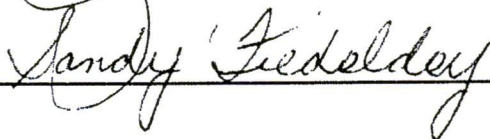
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12
Superintendent of Schools Date

by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

To access pricing information, please use your login at www.uscommunities.org.



HARFORD COUNTY

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

Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing
P:410.638.4083

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

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

The Parties hereby further agree as follows:

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

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

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

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