



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Cintas Corporation No. 2

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. Purchase Order Requirement.

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. Property Rights.

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

- b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. Inspection. Supplier shall not be responsible for the consequences of University'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 Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. 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 UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

- c. **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, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.
- d. **Limited Warranty.** Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, 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 SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

- a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO \$2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. 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.

- b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor.** As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corporation No. 2

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

**2. Exhibit A to Master Agreement, Alarm Monitoring Terms and
Conditions (Inclusive of Schedules A and B)**

Exhibit A

Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates (“Cintas”) agree to perform fire alarm monitoring services and other related services (collectively, “Monitoring Services”) for a commercial signaling system (“System”) located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the “Premises”) at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement (“Alarm Monitoring Agreement”). In the event of a conflict or inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:		Effective Date:	
Monitored Address:	City:	State:	Zip:
Phone:	Fax:		
Contact Name:	Contact Title:	Contact Email:	
Billing Name:	Billing Address:		
City:	State:	Zip:	Billing Phone:
AP Contact Name:	AP Contact Phone:		
AP Contact Email:	Payment Terms:		
Purchase Order: CHOOSE ONE	Payment Portal:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Name of Portal:

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

- Annual Monitoring Fee.** Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30) days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
- Rented Cintas Net Equipment.** For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas \$1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas (in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

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

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

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

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.
13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. **Taxes.** Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. **Time.** The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

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

39. **Mutual Drafting and Understanding of Alarm Monitoring Agreement.** The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. **Entire Agreement; Modifications.** This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. **Customer's Acceptance by Allowing Performance.** Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

- b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
- d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
- e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
- f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
44. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

☐ No

☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

☐ No additional terms needed

☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____ Please Sign
Name _____

By: _____ Please Print Name

Title: _____ Please Print
Title _____

Accepted-GM: _____ Email

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:		Effective Date:	
Monitored Address:		City:	State: Zip:
Phone:		Fax:	
Contact Name:	Contact Title:	Contact Email:	
Billing Name:		Billing Address:	
City:	State:	Zip:	Billing Phone:
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order:	Payment Portal: <input type="checkbox"/> yes <input type="checkbox"/> no	Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:

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

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:

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

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing										
Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.										
Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	0.27	0.42	2.97	4.62	26.99	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.	912	36-56, 40-52 Long	0.27	0.42	2.97	4.62	26.99	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	0.45	0.6	4.95	6.6	28.99	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	0.45	0.6	4.95	6.6	28.99	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	0.18	0.33	1.98	3.63	11.99	1
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	0.18	0.33	1.98	3.63	11.99	1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	0.26	0.41	2.86	4.51	16.99	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	0.26	0.41	2.86	4.51	16.99	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pizue, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.	275	S-5XL, L-5XL Long	0.38	0.53	4.18	5.83	13.99	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.	259	S-5XL, L-5XL Long	0.24	0.39	2.64	4.29	17.99	3068
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.	259	S-3XL	0.24	0.39	2.64	4.29	17.99	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	0.44	0.59	4.84	6.49	24.99	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	0.21	0.36	2.31	3.96	15.99	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.	340	28-56	0.37	0.52	4.07	5.72	17.99	1
15.	PR	Pant, Painters, 100% Cotton. Color: White.	945	30-50	0.21	0.36	2.31	3.96	15.99	1

16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.	72174	XS-6XL	0.26	0.41	2.86	4.51	17.99	3100
17.	EA	Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	N/A	N/A	#N/A		#N/A	0	#N/A	1
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".	TBD	N/A	#N/A		#N/A	0	#N/A	1
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".	2700	N/A	0.13		0.13	0	#N/A	1
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.	2160	N/A	0.12		0.12	0	#N/A	169660
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.	843XX	N/A	2.24		2.24	0	#N/A	1
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.	843XX	N/A	2.24		2.24	0	#N/A	117
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.	840XX	N/A	3.29		3.29	0	#N/A	1147
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.	844XX	N/A	2.13		2.13	0	#N/A	390
28.	EA	Anti-Fatigue Mats, 2 1/2' x 3', nitrile rubber, black.	1801	N/A	1.7		1.7	0	#N/A	1
29.	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	2.39		2.39	0	#N/A	1
30.	EA	Safety Mats, 3' x 5'	84302	N/A	3.63		3.63	0	#N/A	1
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.	1810	N/A	2.61		2.61	0	#N/A	1
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per employee.	One Time Cost	N/A	#N/A		#N/A	0	#N/A	N/A
					GRAND TOTAL:					

****We have included the lost replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.**

***** Most products available in multiple colors and size options**

University of Nebraska Pricing - University Owned					
	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	\$ 1.50	\$	1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	\$ 1.50	\$	1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing, if required.	n/a	\$	1
*Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.					

University of Nebraska Pricing - Mats			
Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.			
	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Anti - Fatigue Mats	*	n/a	1
Scraper Mats	*	n/a	1147
Safety Mats	*	n/a	1
Flow - Thru Shower Mats	*	n/a	1
Bar Mats	*	n/a	1
List other product categories not listed above and their corresponding discount			
*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.			

University of Nebraska - Towels & Linens			
Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.			
	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Table Linens & Napkins	n/a	n/a	1
Bed Linens	n/a	n/a	1
Towels and Wiping Cloths	*	n/a	1
Industrial Towels	*	n/a	1
Towel Cans	*	n/a	1
List other product categories not listed above and their corresponding discount			
*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.			
**N/A denotes products that Cintas does not rent.			

University Pricing - Category & Other Discounts			
Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	Cintas Rental National Voluntary Book Price Schedule	For rental and facility services items for which pricing is not specified in this agreement (“non-contract items”), Cintas will price those non-contract items at 10% off of its National Voluntary Book Prices or a similar reference price list. National Voluntary Book Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas’ National Voluntary Book Prices or a similar reference price list, the rental price will be 10% off the applicable local prices based on the customer’s geographic location and anticipated purchase volume.
Uniform Leasing		Cintas Direct Purchase Local Price	
Uniform Purchase		Cintas Direct Purchase Local Price	
Shoe Purchase		Cintas Rental National Voluntary Book Price Schedule	
Mat/Mop Rental	Service not available	NA	
Mat/Mop Leasing		NA	
Mat/Mop Purchase	See column D&E	Cintas Direct Purchase Local Price	For First Aid & Safety items for which pricing is not specified in this agreement (“non-contract items”), Cintas will price those non-contract items at 10% off of its Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list. Cintas First Aid & Safety National Voluntary Market Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list, the price will be 10% off the applicable local market prices based on the customer’s geographic location and anticipated purchase volume.
Restroom Supplies		Cintas Rental National Voluntary Book Price Schedule	
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies			
AEDs		Cintas First Aid & Safety National Voluntary Market Price	
Fire Protection Services		Cintas Fire National Voluntary Book Price Schedule	
Promotional Products			
Miscellaneous			
Other		Cintas Direct Purchase Local Price	
Additional Discounts Offered			
Volume Discount	Please see details above by product category.		
Ecommerce Rebate			
Sole Vendor Discount			
Other			

University of Nebraska Pricing - Miscellaneous

<i>State percentage discounts off for the following.</i>	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
<i>Catalog(s) Name:</i> _____	
<i>Catalog(s) Name:</i> _____	
<i>Online Catalog Website:</i> _____	
Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a

<i>Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:</i>	
Premium Charge	\$ 0.15
Uniform Advantage	Local Pricing
Emblems	Local Pricing
Emblem/Prep Advantage	Local Pricing
Minimum Stop	\$ 35.00

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If 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.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardless of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	
	Regular Size	Extended Size	Regular Size
Industrial Wear			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Shorts			
Safety and Protective Wear (including Flame Resistant clothing)			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Arc Suit			
Vests			
Caps and Headwear			
Corporate Casual Wear			
Accessories	Please see University Pricing - Discounts Tab for details by product category		
Belts			
Dresses			
Jackets			
Pants			
Polo's and T-shirts			
Sweatshirts			
Shirts			
Skirts			
Slacks			
Sweaters			
Vests			

Executive Wear	
Accessories	
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	
Please see University Pricing - Discounts Tab for details by product category	
Healthcare	
Lab Coats	
Scrubs, top	
Scrubs, pant	
Please see University Pricing - Discounts Tab for details by product category	
Chef and Kitchen Wear	
Aprons	
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Please see University Pricing - Discounts Tab for details by product category	
Food Service	
Aprons	
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Please see University Pricing - Discounts Tab for details by product category	
Housekeeping	
Aprons	
Dresses	
Pants	
Shirts & Tunics	
Please see University Pricing - Discounts Tab for details by product category	

Outerwear							
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category						
Coats							
Gloves							
Jackets							
Sweat Shirts							
Swimwear							
Other:							
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category						
List other product categories not listed above and their corresponding discount							

All products and services are available to the University of Nebraska

State the name of the Price List from which discounts shall be taken: **TBD**

Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats		
Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.		
	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats	*	n/a
Scraper Mats	*	n/a
Safety Mats	*	n/a
Flow - Thru Shower Mats	*	n/a
Bar Mats	*	n/a
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops	*	n/a
Wet Mops	*	n/a
Handles for Mops	*	n/a
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins	n/a	n/a
Bed Linens	n/a	n/a
Towels and Wiping Cloths	n/a	n/a
Industrial Towels	*	n/a
Towel Cans	*	n/a
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Safety Supplies				
Description	U/M	Unit Cost	Make/Model of Quote Item	Notes Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	\$ 2.23	9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA	\$ 1.16	9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	\$ 1.64	9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	\$ 10.07	280020	
Burn Relief Packet/6PK	BAG	\$ 4.60	163050	
Woundseal Pour Pack (2)	EA	\$ 13.14	1030300	
Allergy Relief Tablet Med	BX	\$ 9.90	119260	
Aleve Small	BAG	\$ 3.64	121220	
Dayquil Severe Small	BAG	\$ 5.19	573772	
Mucinex Small	BAG	\$ 8.70	79191	
Ibuprofen Tabs Small	BX	\$ 3.44	111929	
Ibuprofen Tabs Medium	BX	\$ 7.00	111989	
Ibuprofen Tabs Large	BX	\$ 15.51	111999	
Cold Relief Max/Str Small	BX	\$ 13.29	113029	
Cold Relief Max/Str Medium	BX	\$ 8.70	112039	
Liquid Bandage Small	BAG	\$ 7.70	12221	
Tweezers, Metal IND/3PK	PAC	\$ 4.05	150110	
Hand Sanitizer Small	BAG	\$ 1.89	51030	
Eyewash, 1/2oz medium	BX	\$ 11.84	130100	
Glucose, Small	PAC	\$ 9.66	122249	
Lipaid, Small	BAG	\$ 2.30	102435	
Biofreeze Muscle Relief, Small	BAG	\$ 4.69	102640	
Anti-Diarrheal Caplets, Small	BX	\$ 6.56	119250	
X-Long Bandage Medium	BX	\$ 5.83	43729	
Cool & Soothe 6/BOX	BX	\$ 10.77	164010	
Pain Away X-Strength Small	BAG	\$ 14.21	111659	
Waterproof Clear Strips	BX	\$ 5.72	43658	
Elastic Strip Medium	BX	\$ 4.52	44269	
Aspirin Org St, 50 CT	BX	\$ 10.27	111230	
Thera Tears Small	PAC	\$ 4.08	130000	
Triple Antibiotic Ointment Medium	BX	\$ 4.84	100019	
Large Patch 2"x3", Medium	BX	\$ 4.25	44429	

Uniform Rental	See column D&E	Cintas Rental National Voluntary Book Price Schedule	For rental and facility services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its National Voluntary Book Prices or a similar reference price list. National Voluntary Book Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas' National Voluntary Book Prices or a similar reference price list, the rental price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Uniform Leasing		Cintas Direct Purchase Local Price	
Uniform Purchase		Cintas Direct Purchase Local Price	
Shoe Purchase		Cintas Rental National Voluntary Book Price Schedule	
Mat/Mop Rental	Service not available	NA	Cintas' National Voluntary Book Prices or a similar reference price list, the rental price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Mat/Mop Leasing		NA	
Mat/Mop Purchase		Cintas Direct Purchase Local Price	
Restroom Supplies		Cintas Rental National Voluntary Book Price Schedule	
Restroom Services	See column D&E	Cintas First Aid & Safety National Voluntary Market Price	For First Aid & Safety items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list. Cintas First Aid & Safety National Voluntary Market Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list, the price will be 10% off the applicable local market prices based on the customer's geographic location and anticipated purchase volume.
Deep Cleaning Services		Cintas Fire National Voluntary Book Price Schedule	For Fire related services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at Fire National Voluntary Book Prices or a similar reference price list. Fire National Voluntary Book Prices are an internally maintained price list and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas Fire National Voluntary Book Prices or a similar reference price list, the Fire price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
First Aid/Safety Supplies		Cintas Direct Purchase Local Price	For all direct purchase promotional items or wearable purchases sold through a Cintas rental facility for items which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Local pricing schedules based on the customer's geographic location and anticipated purchase volume. Cintas local direct purchased price schedules are internally maintained price lists and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions.
AEDs			
Fire Protection Services			
Promotional Products			
Miscellaneous			
Other			
Additoinal Discounts Offered			
Volume Discount	Please see details above by product category.		
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

National Pricing - Miscellaneous

State percentage discounts off for the following.

Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
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Catalog(s) Name: _____

Catalog(s) Name: _____

Online Catalog Website: _____

Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:

Premium Charge	\$	0.15
Uniform Advantage		Local Pricing
Emblems		Local Pricing
Emblem/Prep Advantage		Local Pricing
Minimum Stop	\$	35.00

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If 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.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

**4. Cintas Response to University of Nebraska RFP No. 3702-22-4618,
Workplace Solutions/eBid Invitation**

Separately Attached.

**5. University of Nebraska RFP No. No. 3702-22-4618, Workplace
Solutions**

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA (“Attachment A”)

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Board of Regents of the University of Nebraska (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Electric Vehicle Charging Stations. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategy for Public Agencies,

(3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is available to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier may offer such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. Note, Supplier has provided the following information beginning after the conclusion of Exhibit H – Advertising Compliance Requirement.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
 Yes No
 If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
 If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
 If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
 If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No
 If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. No cost to participate
 - iii. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) 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 Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. 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 Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) 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 \$150,000 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 Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) 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 Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT

ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES,
 OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT,
 OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,
OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION
DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT,
 OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
 SOUTHVUE IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SUNFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT, OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT, OR
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
 WYEAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT

SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY
SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement



Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No. _____
Contract No. _____
Customer No. _____

CC # _____ Agreement # _____
GPO CC # _____ GPO Agreement _____

Customer/Participating Agency _____ Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.

- Standard Name Emblem \$ _____ ea
- Custom Agency Emblem \$ _____ ea
- Uniform Advantage: Item _____ \$ _____ Ea. per week
- Premium Uniform Advantage Item _____ \$ _____ Ea. per week
- Emblem Advantage: Item _____ \$ _____ Ea. per week
- Prep Advantage: Item _____ \$ _____ Ea. per week
- Minimum Charge \$35.00 per delivery or 50% of initial invoice (the greater of the two).
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Payment Terms Net 30
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.

/ ☐ Initial and check box if Unlease. All Garments will be cleaned by customer
Date _____

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

/ ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

7. **Buyback of Non-Standard Garments (if applicable)** 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 Buyback of Non-Standard Garments (if applicable). 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.
8. **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.
9. **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.
10. **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 the Master Agreement and / or outlined above. 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.
11. **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.
12. 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 the Master Agreement and / or outlined above 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 the Master Agreement and / or outlined above.
13. **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.
14. **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.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Agreement.
17. **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 termination charges 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 termination charges equal to 52 weeks of rental service.
 - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) 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.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

under this Agreement with any United States government funds?

☐ No

☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. Additional Terms. Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

☐ No additional terms needed

☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____ Customer Contact Email _____



Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Sample Cintas Fire Protection Acceptance Agreement



FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Participating OMNIA Member: _____ Date _____
Phone _____

Address _____ City _____ State _____ Zip _____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this date from to _____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardless of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreement (the "**Master Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversary date of the Master Agreement.

- This Agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name

- This Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ CUSTOMER: _____
Please Sign Name _____
By: _____ Please Print Name _____
Title: _____ Please Print Title _____
Accepted-GM: _____ Email _____

Cintas Representative _____ Customer _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.

Supplier General Service Terms Section

Cintas Representative _____

Customer _____

1. **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.
2. **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.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
☐ No
☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
☐ No additional terms needed
☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

Cintas Representative _____ Customer _____



Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas?

YES

NO

UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one):

Leave at Site and Email

Email Only

Physically Mail

Leave at site after service

Do invoices require a purchase order?

YES

NO

If yes, please provide PO#

Will the same PO need to appear on each invoice?

YES

NO

Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____

Customer_____

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB

Status: Completed

Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023

Source Envelope:

Document Pages: 103

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 4

University of Nebraska Contracts Service Account
1400 R St.

AutoNav: Enabled

Lincoln, NE 68588

Envelope Stamping: Disabled

contracts@nebraska.edu

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 35.170.89.44

Record Tracking

Status: Original

5/31/2023 2:31:44 PM

Holder: University of Nebraska Contracts Service
Account

contracts@nebraska.edu

Location: DocuSign

Signer Events**Signature****Timestamp**

Doug Carlson

dougcarlson@nebraska.edu

AVP & Chief Procurement Officer

University of Nebraska

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Drawn on Device
Using IP Address: 129.93.161.221

Sent: 5/31/2023 2:46:30 PM

Viewed: 5/31/2023 5:13:38 PM

Signed: 5/31/2023 5:37:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robyn Pitzer

PitzerR@cintas.com

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Pre-selected Style
Using IP Address: 155.190.22.3

Sent: 5/31/2023 5:37:05 PM

Viewed: 6/1/2023 6:37:27 AM

Signed: 6/1/2023 2:33:26 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 6:37:27 AM

ID: eb366584-76a7-4adc-be13-8a3285a3a902

Joe Cerni

cernij@cintas.com

VP Higher Education & Public Sector

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.18.58

Sent: 6/1/2023 2:33:31 PM

Viewed: 6/1/2023 2:40:06 PM

Signed: 6/1/2023 2:42:57 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 2:40:06 PM

ID: c549043b-053e-461e-82f1-2ca7cb7d21f7

Chris Kabourek

ckabourek@nebraska.edu

Senior VP | CFO

University of Nebraska

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Pre-selected Style
Using IP Address: 129.93.161.221

Sent: 6/1/2023 2:43:03 PM

Viewed: 6/1/2023 5:00:08 PM

Signed: 6/1/2023 5:12:06 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM
Payment Events	Status	Timestamps
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