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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Mechanical Services
December 15, 2023

REQUESTED ACTION

Authorize the Department of Transportation (DOT) to enter into a contract with Cintas (vondor #177689) in Manchester, NH, on the basis of a low bid offer of \$43,605.96 for providing Uniform Rental and Laundry Services for our employees, effective upon Governor & Council approval through October 31, 2026. 94.2% Highway Funds, 5.8% Other Funds

Funds to support this request are available in the following account in State FY 2024 and FY 2025 and is contingent upon the availability and continued appropriation of funds in FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
04-96-96-960515-3005 Mechanical Services Bureau 020-500212 Clothing	\$14,368.65	\$14,368.65	\$14,868.66

EXPLANATION

In addition to the Collective Bargaining Agreement which requires that we provide uniforms for specific employees, the Department of Transportation has undertaken a safety program to protect its employees from the harmful effects of lead. The Mechanical Services employees that have the potential for lead exposure are located in the Concord facility and six (6) satellite locations, fifty-five (55) of the Bureau's employees. The uniforms will be in addition to the other engineered enhancements that the Department has undertaken to reduce the harm that lead presents. Included enhancements are lead fume extractor equipment, written safety procedures, and vacuum machine w/HEPA filters. After each day's work, the employee will leave the uniform at his/her place of work. This procedure is to prevent lead being taken home to the employee's family. This contract is for supplying fifty-five (55) employees with uniforms.

Invitation for bids to supply uniforms to the Bureau of Mechanical Services was placed on Administrative Services bidding website on September 12, 2023. The bid closing date was September 22, 2023. Two

responses were received, and Cintas was the lowest bidder at \$42,105.96. We incorporated an annual contingency amount of \$500 to account for potential changes in staff or the possibility of lost uniform charges.

It is respectfully requested that authority be given to enter into this agreement.

Respectfully,

A handwritten signature in black ink, appearing to read "William Cass". The signature is written in a cursive style with a large initial "W".

William J. Cass, P.E.
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bid Opening: DOT-2024-05 Uniform Rental and Cleaning Service
9/22/2023 @ 10:00am

Attendees

First Name	Last Name	Organization
Tara	Merrifield	DOT
Stacy	Dearborn	DOT

Bid Submission(s)

Vendor Name	Value
Cintas (hard copy)	\$42,105.96
Unifirst (email)	\$68,789.29

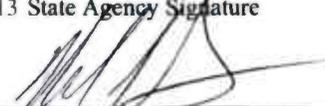
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address 33 Smokey Bear Blvd. Concord, NH 03301	
1.3 Contractor Name Cintas Corporation No. 2		1.4 Contractor Address 324 Taylor Street Manchester, NH 03103	
1.5 Contractor Phone Number 631-664-5991	1.6 Account Unit and Class 30050000 / 020	1.7 Completion Date 10/31/2026	1.8 Price Limitation 43,605.96
1.9 Contracting Officer for State Agency Tara Merrifield		1.10 State Agency Telephone Number 603-271-3721	
1.11 Contractor Signature  Date: 11/10/2023		1.12 Name and Title of Contractor Signatory Jeff Sumwalt Public Sector Major Account Managar	
1.13 State Agency Signature  Date: 1/08/24		1.14 Name and Title of State Agency Signatory Michael J. Servetas, Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: Samuel Burgess		On: 1/16/2024	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A:
SPECIAL PROVISIONS

There are no special provisions for this contract.

Contractors Initials: 
Date: 11/10/2023

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Cintas Corporation No. 2 (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Transportation, Bureau of Mechanical Services, with Uniform Rental and Cleaning Services in accordance with the bid/proposal submission in response to State Request for Bid/Proposal DOT 2024-05 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB DOT 2024-05
- EXHIBIT E Contractor's Bid/Proposal Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB DOT 2024-05," and (5) EXHIBIT E "Contractor's Bid/Proposal Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on November 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2026, a period of approximately three (3) years. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions, and pricing structure with the approval of the Governor and Executive Council. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

UNIFORMS GENERAL

Contractor to provide new rental uniform garments for a per piece charge for up to Fifty - Seven (57) permanent employees on a weekly basis from the date of award through September 30, 2026. Uniform garment sets are to consist of eleven (11) long sleeve shirts and eleven (11) pair of pants or jeans (5 changes each week plus 1 making 11 uniform sets) for each user and are to provide weekly delivery to all seven (7) locations on the attached location map.

DEFINITIONS

- STATE: - State of New Hampshire DOT – Bureau of Mechanical Services
- END USER: – State of New Hampshire DOT employee
- NOG: – Not Our Garment
- CONTRACTOR: – Uniform Rental Provider

UNIFORM - SPECIFICATIONS:

Rental Shirts must be 100 % cotton, two buttons thru pockets, six (6) buttons with gripper at the neck, pencil slot in the left pocket, and stitched down front facing. Color shall be navy blue. Shirts shall be long sleeve.

- Patch with the employee's name shall be affixed to the right-hand shirtfront. An additional patch shall be affixed on the left-hand shirtfront signifying "NH DOT", Thread for name and "NH DOT" shall be white. Photo sample attached.
- Pants must be 100 % cotton jean style or slack style front pockets, set in back pockets, brass zipper with button or hook closure. Pant leg length shall be of sufficient length to extend below the top of the work boot.

Contractors Initials: 

Date: 11/10/2023

- All uniform items delivered shall be clean, in good condition (operational zippers, all buttons in place, belt loops attached). Uniform items shall be stored in a smoke free environment and delivered in a smoke free vehicle.
- Samples: The Department may require a viewing of sample uniforms prior to final award.
- Contractor shall create and leave a pickup / drop off schedule at each satellite repair facility on a monthly basis for the purpose of user communication. Schedule shall include day of week and approximate time of pick up / delivery as well as a contact person.
- Contractor shall appoint a single point of contact for account management for any communication or customer service needs; please complete the fields below. The Contractor's customer service call center shall not meet this requirement.

Name: Jeff Sumwalt, Telephone: 631.664.5991, Email: sumwaltj@cintas.com

CONTRACT IMPLEMENTATION:

Regardless of winning vendor, initial measuring and fittings of new uniforms shall take place, for all employees, 3 weeks prior to the start of the new contract so the new uniforms will be onsite at the location repair facilities and available to the end users as of 11/1/2023 or start of the contract, whichever is later.

UNIFORMS - CLEAN ONLY "NOG" SHIRT REQUIREMENTS:

The state has an employee that it purchases and provides 100% blue cotton polo long sleeve pull over shirts for work. One sleeve of the shirt has been hemmed to a short sleeve distance for the employee. These shirts are shown on the Exhibit C – payment terms - CLEAN ONLY "NOG" (not our garment) SHIRTS. The awarded vendor shall provide a laundry bag each week so the employee can put these shirts in the bag to be cleaned and returned. The bag should keep the shirts separate from the general cleaning exchange program where they have been discarded in the past due to the sleeve adjustment.

UNIFORMS – SENSITIVITY / ALLERGIC REACTIONS

Several of our employees have indicated a sensitivity to the chemicals utilized in the cleaning process. The Contractor shall have a mechanism to adjust these chemicals for these employees. This can include but is not limited to, an alternate wash cycle using "sensitive" detergents, PH balancing techniques, a secondary wash cycle to remove chemical residue, etc.

UNIFORM INITIAL FITTINGS / MEASUREMENTS:

Initial fitting of individual employees at State's convenience when shifts occur (generally, 7:00 am to 3:30 pm, Monday-Friday) at location repair facilities, see attached list.

Employees are not allowed to order additional or alternative items on the State account other than the authorized eleven (11) shirt/pant sets without prior written approval from the Bureau Administrator or his/her designee. Any invoices received with additional sets shall be short paid and the account shall be credited by the Contractor.

Employees who wish to augment their uniforms may work directly with the vendor to setup fully separate accounts for "Employee Pay" billing. Employee Pay items are not to be included on State of New Hampshire invoices for any reason.

UNIFORM - NEW EMPLOYEES:

Contractor shall provide the initial measuring of uniforms for a new end user to the program within seven (7) business days of request from location contact to vendor representative. Initial delivery of uniforms for new employee shall not exceed seven (7) business days from initial measuring.

Contractors Initials: 

Date: 11/10/2023

UNIFORM - SPECIAL SIZE AND DAMAGE CHARGES

There shall be no additional charge for special sizes or damaged charges within this bid or awarded contract.

UNIFORMS – REPAIRS / REPLACEMENT

End user may request repairs such as button missing, name patch replaced or resewn or a broken zipper etc., per the Contractor's repair process. These repairs may take up to two (2) weeks to accomplish and return the garment to the end user. The Contractor may elect to replace the garment as opposed to repairing it at their discretion. If replacement is chosen over repair, the two (2) week window to return the new garment to the end user still applies.

Contractor shall not utilize an automatic replacement strategy unless the employee has requested a repair. If the Contractor feels that a garment should be replaced, they will communicate with the employee on the next delivery run and receive authorization to replace the item.

All replacements shall be like and kind as the original garment and must meet specifications. Replacement items shall not result in the employee receiving more than the authorized eleven (11) sets of uniforms without prior approval, in writing, from the Bureau Administrator or his/her designee.

UNIFORM – REQUEST FOR CHANGES OR REPLACEMENTS:

Request to change sizes or request replacement of a damaged uniform item during term of contract shall be communicated between end user and vendor representative and shall physically occur within seven (7) business days of request by the end user.

There shall be no additional charges for size changes, replacements, or repairs.

UNIFORM – DELIVERY / PICK UP

Delivery / pick up shall occur on a weekly basis on a fixed schedule except for observed holidays as stated below to which adjustment for pickup / delivery shall be allowed. Contractor shall provide a "soiled garment" locker container, labeled as such for the deposit of soiled uniform items at each repair facility. There shall be no additional charges for delivery or storage infrastructure. This includes but is not limited to hanging racks, lockers, freight, fuel charges, etc.

The following are state observed holidays and the pickup / drop off schedule shall be adjusted to reflect facility closure on these dates.

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

UNIFORM – DELIVERY / PICK UP - LAST POINT ACCOUNTIBILITY

It is intended that the end user shall turn in five (5) sets of dirty shirts and pants each week, once a week on pick up/drop off day. The Contractor shall provide each facility a report, as detailed in UNIFORM - REPORTING, of the number of garments collected at time of pick up/drop off. The Contractor shall return the same number of shirts and pants, per employee, one (1) week later, on the scheduled pick up/drop off day. This shall be documented using a variance report, as detailed in UNIFORM - REPORTING, showing how many items were picked up the week prior and returned the following week. Variance reports shall include the barcode number of any missing item(s).

If a garment set or an individual piece is not accounted for from the State with in a two (2) week grace period from the initial turn in date, the vendor is allowed to bill for the unaccounted-for item / set. If the unaccounted-for garment /set is found and turned in over the next two (2) week cycle, a credit will be applied to the account for the value of the garment / set billed.

Contractors Initials: 

Date: 11/10/2023

If a garment set or an individual piece is not accounted for from the Contractor with in a two (2) week grace period from the initial turn in date, the State shall not be billed for the unaccounted-for item/set until a replacement set is issued. If the lost garment/set is found after replacement is issued, the oldest garment/set shall be returned to the vendor.

UNIFORM – REPORTING AND ACCOUNT REVIEWS

The Contractor shall provide, at a minimum, the following weekly reports:

- Pick Up/Drop Off Report
 - Prior to departing the facility, the Contractor shall report how many garments, by type, employee, and location were collected on a given pickup.
- Pick Up/Drop Off Variance Report
 - Upon return to the facility, the Contractor shall report how many garments, by type, employee and location were collected the prior week, are being returned on the delivery and the variance between the two. Any variance greater than 0, must include serial numbers of the missing garments.

The Contractor shall offer, at minimum, a quarterly account review to discuss contract progress and compliance. The Contractor shall conduct an annual audit by employee and serial number to account for all garments and true up quantities within two (2) weeks of audit completion.

UNIFORM – SEASONAL OR TEMPORARY SUSPENSION OF UNIFORMS.

Should the State end user be away from the workplace for two (2) weeks or more as designated by the state, the State is allowed to contact the contractor and return all rented garments issued to the end user back to the contractor until such time the end user returns to the workplace. During this period, there will be no charges applied for this end user. During the "seasonal" or suspended period, the contractor will hold the end user's rental garments and return them when requested by the State to the workplace.

UNIFORM – END OF EMPLOYMENT – RETURNS AND CHARGES

Should an employee no longer maintain employment with the State, all eleven (11) sets of rental garments shall be turned in to the contractor and the garments shall be in wearable condition. The contractor shall contact Tara Merrifield at 603-271-3721 to advise of any garments missing at the end of the contract so they can be looked for. Any rental garment piece that is not returned within 15 calendar days of the sunset of the contract shall be billed by the contractor.

UNIFORM – END OF CONTRACT – RETURNS & CHARGES

At the sunset of the contract period, all eleven (11) sets of rental garments shall be turned in to the contractor and the garments shall be in wearable condition. The contractor shall contact Tara Merrifield at 603-271-3721 to advise of any garments missing at the end of the contract so they can be looked for. Any rental garment piece that is not returned within 15 calendar days of the sunset of the contract shall be billed by the contractor.

Billable rate for uniform garments:

- Long sleeve cotton shirt per specification - \$26.00 EA.
- Cotton blue work pants per specification - \$32.00 EA.
- Cotton work jeans per specification - \$28.00 EA.

Please reference Table 1 to identify the location, contact personnel and number of perspective participants within this Contract.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:00 A.M. and 3:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

Contractors Initials: _____

Date: 11/10/2023

The Contractor shall not commence work until a conference is held with the agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment, or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for the State. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Mechanical Services, Tara Merrifield and sent electronically to Beauru38@dot.nh.gov. At a minimum, the Report shall include the information required in Section 4. Scope of Work / Uniform – Reporting and Account Reviews.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB DOT 2024-05, as described herein, and under the terms of this Contract. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/{S\(q0fzcv55qhaeqs45jpyq5i45\)}/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/{S(q0fzcv55qhaeqs45jpyq5i45)}/welcome.aspx).

Contractors Initials: 

Date: 11/10/2023

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED

TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractors Initials:

Date: 11/10/2023

EXHIBIT C – METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Uniform Rental and Cleaning Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$43,605.96; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

Exhibit C - Pricing							
The Contractor agrees to provide and clean uniform shirts and pants to the State of NH at the prices stated below for the term of the contract and any extension. Unit cost offered shall not exceed two (2) decimal places to the right and be typed in the green highlighted boxes provided.							
DESCRIPTION	EMPLOYEES	# UNITS/EMP	TOTAL QUANTITY	COST/UNIT	WEEKLY COST	Annual Cost	Total Contract Cost
SHIRT	56	11	616	\$ 0.20	\$ 123.20	\$ 6,406.40	\$ 19,219.20
NOG SHIRT	1	5	5	\$ 0.50	\$ 2.50	\$ 130.00	\$ 390.00
PANTS TOTAL*	57	11	627		\$ 144.21	\$ 7,498.92	\$ 22,496.76
<i>Jeans</i>		63%	395	\$ 0.23			
<i>Slacks</i>		37%	232	\$ 0.23			
					\$ 269.91	\$ 14,035.32	\$ 42,105.96

**The percentage of Jeans vs. Slacks has been estimated based on our current utilization and applied to the full potential order quantity to provide a realistic cost.*

11. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the following address:

**Bureau of Mechanical Services
33 Smokey Bear Blvd
Concord, NH 03301**

13. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractors Initials: 

Date: 11/10/2023

CINTAS CORPORATION NO. 2

SECRETARY'S CERTIFICATE

I, D. Brock Denton, hereby certify that I am the duly elected, qualified and acting Secretary of Cintas Corporation No. 2, a corporation duly organized and existing pursuant to the laws of the State of Nevada (the "Company"), and hereby certify as follows:

Attached hereto as Exhibit A is a true, complete and correct copy of the actions taken in writing by said Directors of the Company, in lieu of a Special Meeting of the Board of Directors, as of the 30th day of November, 2023. The foregoing actions in writing have not been amended, modified, revoked or rescinded, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 30th day of November, 2023.

CINTAS CORPORATION NO. 2



By: _____
D. Brock Denton, Secretary

EXHIBIT A

**ACTION TAKEN IN A WRITING BY ALL OF THE
MEMBERS OF THE BOARD OF DIRECTORS OF
CINTAS CORPORATION NO. 2**

The undersigned, being all of the Directors of Cintas Corporation No. 2, a Nevada corporation (the "Company"), do hereby certify that the following is a true and correct record of all actions taken in writing by said Directors of the Company, in lieu of a Special Meeting of the Board of Directors, as of the 30th day of November, 2023.

RESOLVED: That the Company shall have authority to enter into the Invitation for Bid ("IFB") Agreement for rental of uniforms for various departments with the State of New Hampshire (the "Agreement") upon the terms and conditions thereof and as the same may be amended from time to time and complete and consummate the transactions contemplated thereby; and that the actions of any and all employees or officers of the Company, including but not limited to, the actions of Jeff Sumwalt in negotiating, executing and carrying out the provisions of the Agreement are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Jeff Sumwalt or any of the officers of the Company shall be and hereby are authorized and directed to perform and shall satisfy all terms and conditions of the Agreement and the transactions contemplated thereby and shall execute and deliver on behalf of the Company any and all documents necessary or desirable to carry out the Agreement, including without limitation, the Agreement, any amendments to the Agreement, and other agreements, documents, affidavits, bonds, sureties and certificates necessary to effectuate the transactions contemplated by the Agreement, in such forms as Jeff Sumwalt or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CINTAS CORPORATION NO. 2 is a Nevada Profit Corporation registered to transact business in New Hampshire on August 23, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **486156**

Certificate Number: **0006351710**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

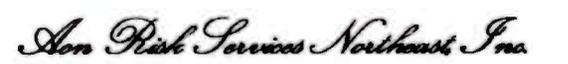
PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C No. Ext.): (866) 283-7122 FAX (A/C No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: LM Insurance Corporation		33600
	INSURER D: Westchester Fire Insurance Company		10030
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570102874819 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		T82651004227093	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Cat \$0 Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		A57-651-004227-073	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		G22035277018	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WAS65D004227103 WCS651004227123	07/01/2023 07/01/2023	07/01/2024 07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire DOT is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability policies, but only with respect to work performed under contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER New Hampshire DOT 33 Smokey Bear Blvd. Concord NH 03302 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Holder Identifier : 68M Certificate No : 570102874819