



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

133

March 25, 2026

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 5, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract #8002759) with Cintas Corporation No. 2 (VC#177689), Mason, OH, for shop towel laundering and floor mat services by increasing the price limitation by \$263,388.47 from \$216,611.53 up to and not to exceed \$480,000.00 with no change to the contract completion date, effective upon Governor and Executive Council approval through August 31, 2027. The original contract was approved by the Commissioner of the Department of Administrative Services on August 20, 2022, was subsequently amended on May 20, 2024, and most recently amended on May 14, 2025.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on August 20, 2022. It was subsequently amended with approval by the Commissioner of the Department of Administrative Services on May 20, 2024, and most recently amended with approval by the Commissioner of the Department of Administrative Services on May 14, 2025.

This contract amendment is **Sole Source** because the new requested price limitation exceeds 10% of the original contract price limitation.

The DAS through quarterly spend reporting has identified that the contract price limitation is close to exhausted with eighteen months remaining in the original contract term. It is important to note that all spend against this contract has ceased until this amendment is approved by the Governor and Executive Council.

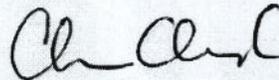
Based on an analysis of the spend to date against this contract, 96% of the assigned price limitation has been expended. The department projects current spend trends to continue through the contract completion, based on the frequent need for floor mats and laundering services to maintain safe entry and operation of state facilities. The annual spend represents approximately

\$75,000 or \$112,500 over the eighteen-month period. An allowance of approximately \$150,000 has been included to accommodate the addition of new state buildings and increased agency demand for service.

Contract financials	
Current limitation	\$216,611.53
Projected 18 month spend	\$112,500.00
Add allowance	\$150,888.47
New price limitation	\$480,000.00

Based on the foregoing, I am respectfully recommending approval of this **Sole Source** contract amendment with Cintas Corporation No. 2.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**THIRD AMENDMENT TO THE CONTRACT BETWEEN
CINTAS CORPORATION NO. 2
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SHOP TOWEL LAUNDERING AND FLOOR MAT SERVICES
CONTRACT # 8002759**

This Third Amendment (hereinafter referred to as the "Amendment"), is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cintas Corporation No. 2 hereinafter referred to as "the Contractor") for shop towel laundering and floor mat services.

WHEREAS, pursuant to an agreement effective September 1, 2022, amended by the First Amendment on May 20, 2024, amended by the Second Amendment on May 14, 2025, and set to expire August 31, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain shop towel laundering and floor mat services for the State in consideration of payment by the State of certain sums as specified therein; and

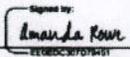
WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$480,000.00
2. Amend Exhibit C, 1. Contract Price: Change to the following: \$480,000.00
3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on August 29, 2022, amended on May 20, 2024, and amended on May 14, 2025, shall remain in full force and effect.

Contractor Initials: initial
AR
Date: 2/11/2026

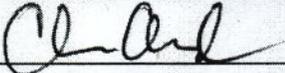
CINTAS CORP NO. 2

By: 
Amanda Rowe
(Print Name)

Title: Global Account Manager
Date: 2/11/2026

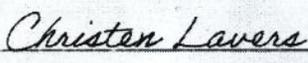

2/10/2026

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services
Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: 
(Print Name)

Title: Sr. Asst. AG
Date: 3/1/26

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____
(Print Name)
Title: _____

Contractor Initials: 
Date: 2/11/2026

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: 0007666796



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of January A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CINTAS CORPORATION NO. 2

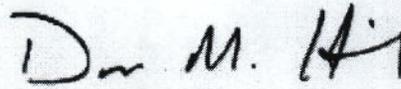
ASSISTANT SECRETARY'S CERTIFICATE

I, Drew M. Hicks, hereby certify that I am the duly elected, qualified and acting Assistant 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 resolutions of the Board of Directors of the Company, duly adopted by unanimous written consent of the Board of Directors dated as of February 11, 2026. The foregoing resolutions 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 11th day of February, 2026.

CINTAS CORPORATION NO. 2



By: _____
Drew M. Hicks, Assistant 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 11th day of February, 2026.

RESOLVED: That the Company shall have authority to enter into the Cooperative Procurement contract between the State of New Hampshire, Department of Administrative Services for Shop Towel Laundering and Floor Mat Services Contract #8002759 (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 Amanda Rowe in negotiating, executing and carrying out the provisions of the Agreement are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Amanda Rowe 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 Amanda Rowe or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/13/2026

Holder Identifier : 962

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. Cincinnati OH Office 8044 Montgomery Road Suite 405 Cincinnati OH 45236-2919 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:** 570117626542 **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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB2651004227095	07/01/2025	07/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Call \$0 Ded.			AS7-651-004227-075 AOS	07/01/2025	07/01/2026	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			G22035277020	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER / PARTNER / EXECUTIVE / OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA565D004227105 WCS651004227125	07/01/2025 07/01/2025	07/01/2026 07/01/2026	<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)

State of New Hampshire is included as Additional Insured on the General Liability policy, but only with respect to work performed under contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER State of New Hampshire 25 Capitol Street Concord NH 03301 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 <i>Aon Risk Services Northeast Inc.</i>

Certificate No : 570117626542





State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 12, 2025

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a **Sole Source** contract extension option (Contract #8002759) with Cintas Corporation No. 2 (VC# 177689), Mason, OH, for shop towel laundering and floor mat services by increasing the price limitation by \$86,501.88 from \$130,109.65 to an amount of up to and not to exceed \$216,611.53 and extending the completion date from August 31, 2025 to August 31, 2027, effective upon the Commissioner of the Department of Administrative Services approval. The original contract was approved by the Commissioner of the Department of Administrative Services on August 20, 2022, and amended by the Commissioner of the Department of Administrative Services on May 20, 2024.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract (Contract #8002759) was approved by the Commissioner of the Department of Administrative Services on August 20, 2022. It was then subsequently amended with the Commissioner of the Department of Administrative Services approval on May 20, 2024.

This request is **Sole Source** because the requested increase to the price limitation is more than 10% of the original price limitation.

The first amendment to this contract reflected a 51% overall cost savings using Cintas Corporation No. 2's BaFO response. Upon further discussion in late 2024 with the Contractor, it was discussed that they would be happy to provide the same fixed pricing for another two years. This provides the most cost savings for the taxpayers of New Hampshire.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) 2025-471 on March 10, 2025, with responses due by March 19, 2025. There was only one response received from Cintas Corporation No. 2 with the

same prices that is currently on contract (8002759). Over the past three years, laundering services have seen an average price increase of 3.21% per year. According to the Grand View Research market analysis report, these prices are expected to increase 6.6% through 2030. By extending this contract with fixed pricing, the State can prevent these foreseen increases for the next two years.

The forecasted spend is calculated from actual expenditures in business intelligence reports throughout the contract term, providing a more accurate estimation of spend and continues to include an annual allowance of 10% for items purchased under the contractor's balance of product line.

Contract financials	
Current contract price limitation	\$130,109.65
Add this amendment	\$86,501.88
New price limitation	\$216,611.53

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with Cintas Corporation No. 2.

Respectfully submitted,

Gary S. Lunetta
Director Division of Procurement &
Support Services

NON



Bid Summary

Bid Description	Shop Towel and Floor Mat Services		Agency	Statewide
Bid #	2894-24	RQ #	N/A	
Agent Name	James Poulin	Bid Closing	4/25/24	
Indicates Award				

Estimated Monthly Qty	UOM	Product Description	Vests			Cintas BAFO			Current Contract 8002759		
			Unit Cost	Total Monthly Cost	Total Annual Cost	Unit Cost	Total Monthly Cost	Total Annual Cost	Unit Cost	Total Monthly Cost	Total Annual Cost
Section 1 - Shop Towel Laundering Services											
2600	EA	18" X 18" Towels/BI-Weekly Services	\$0.11	\$286.00	\$3,432.00	\$0.06	\$156.00	\$1,872.00	\$0.17	\$442.00	\$5,304.00
200	EA	18" X 18" Towels/Monthly Services	\$0.11	\$22.00	\$264.00	\$0.07	\$14.00	\$168.00	\$0.28	\$56.00	\$672.00
Section 1 Subtotal					\$3,696.00			\$2,040.00			\$5,976.00
Section 2 - Floor Mat Services											
8	EA	2' X 3' Anti-fatigue Mat	\$1.50	\$12.00	\$144.00	\$0.75	\$6.00	\$72.00	\$4.16	\$33.28	\$399.36
100	EA	3' X 5' Scraper Mat	\$1.50	\$150.00	\$1,800.00	\$1.25	\$125.00	\$1,500.00	\$2.43	\$243.00	\$2,916.00
20	EA	4' X 6' Scraper Mat	\$1.50	\$30.00	\$360.00	\$1.90	\$38.00	\$456.00	\$3.17	\$63.40	\$760.80
200	EA	3' X 5' Walk Off Mat	\$1.75	\$350.00	\$4,200.00	\$1.25	\$250.00	\$3,000.00	\$2.87	\$574.00	\$6,888.00
180	EA	4' X 6' Walk Off Mat	\$2.50	\$450.00	\$5,400.00	\$1.75	\$315.00	\$3,780.00	\$3.54	\$637.20	\$7,646.40
20	EA	4' X 8' Walk Off Mat	\$2.50	\$50.00	\$600.00	\$2.50	\$50.00	\$600.00	\$7.20	\$144.00	\$1,728.00
300	EA	3' X 10' Walk Off Mat	\$3.75	\$1,125.00	\$13,500.00	\$2.45	\$735.00	\$8,820.00	\$4.22	\$1,266.00	\$15,192.00
Section 2 Subtotal					\$26,004.00			\$18,228.00			\$35,530.56
Total					\$29,700.00			\$20,268.00			\$41,506.56

Recommendation Summary			
Number of Solicitations Received	2		
Number of Sourced bidders	20		
Number of NIGP Vendors Sourced	9		
Number of non-responsive bidders	27		
D&B Report Attached			
Method of Payment (P-card/ACH)	Both		
FOB Delivered	Yes		
Original Contract Price Limitation	\$128,448.47		
New Contract Price Limitation			
Total Cost Savings (\$/%)	\$128,448.47	%	Savings

Special Notes:

Year	ACH Spend	P-Card Spend	Total Spend	Valued from 9/1/2022 to 12/30/2024	Price Limitation
2022	\$5,966.90	\$0.00	\$5,966.90	9/1/2022	Average Year Spend \$130,109.65
2023	\$24,700.98	\$0.00	\$24,700.98		Total spend \$28,833.96
2024	\$55,184.14	\$649.86	\$55,834.00		Remaining Balance \$86,501.88
2025			\$0.00	8/31/2025 Current Expiration Date	\$43,607.77
Totals	\$143,856.17	\$404.15	\$86,501.88		
2025/2026	\$80,534.98	\$850.00	\$81,384.98		Projected Spend w/Extension \$130,215.96
2027	\$40,267.49	\$425.00	\$40,692.49	8/31/2027 Extension Expiration Date	New Price Limitation \$216,717.84



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
CINTAS CORPORATION NO. 2
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SHOP TOWEL LAUNDERING AND FLOOR MAT SERVICES
CONTRACT # 8002759**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of January 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cintas Corporation No. 2 (hereinafter referred to as "the Contractor") for shop towel laundering and floor mat services.

WHEREAS, pursuant to an agreement effective August 28, 2022, amended by the First Amendment on May 20, 2024, and set to expire August 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform shop towel laundering and floor mat services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 August 31, 2027
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$216,611.53
3. Amend Exhibit C, 1. Contract Price: Change to the following:
\$216,611.53
1. All other provisions of the Agreement, approved by the Commissioner of Department of Administrative Services on August 28, 2022, amended on May 20, 2024; shall remain in full force and effect.

Contract Financials	
Current price limitation	\$130,109.65
Current spend	\$86,501.88
Forecasted spend through extension	\$130,215.96
Requested new price limitation	\$216,611.53

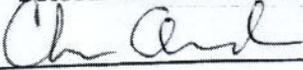
CINTAS CORPORATION NO. 2

By: Signed by:
Amanda Rowe
Amanda Rowe
(Print Name)

Title: Global Account Manager
Date: 1/30/2025

DS
TRU
1/30/2025

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services
Date: 5-14-25

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: **0006678653**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CINTAS CORPORATION NO. 2

ASSISTANT SECRETARY'S CERTIFICATE

I, Christopher J. Skufca, hereby certify that I am the duly elected, qualified and acting Assistant 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 resolutions of the Board of Directors of the Company, duly adopted by unanimous written consent of the Board of Directors dated as of January 7th, 2025. The foregoing resolutions 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 7th day of January, 2025.

CINTAS CORPORATION NO. 2

By: _____


Christopher J. Skufca, Assistant 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 7th day of January, 2025.

RESOLVED: That the Company shall have authority to enter into the Cooperative Procurement contract between the State of New Hampshire, Department of Administrative Services For Shop Towel Laundering And Floor Mat Services Contract #8002759 (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 Amanda Rowe in negotiating, executing and carrying out the provisions of the Agreement are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Amanda Rowe 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 Amanda Rowe or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/22/2024

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	
	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:	

COVERAGES **CERTIFICATE NUMBER:** 570106614407 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2651004227094	07/01/2024	07/01/2025	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 - COMP-OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> 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/Coli \$0 Ded. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-651-004227-074	07/01/2024	07/01/2025	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			G22035277019	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA565D004227104 WC5651004227124	07/01/2024 07/01/2024	07/01/2025 07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property Attn: James Poulin (Purchasing Agent) 25 Capitol Street, Room 102 Concord NH 03301 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 <i>Aon Risk Services Northeast Inc.</i>
---	---

Holder Identifier : 97J

Certificate No : 570106614407





State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 17, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing contract (Contract #8002759) with Cintas Corporation No. 2 (VC# 177689), Mason, OH, by increasing the price limitation by \$5,109.65 from \$125,000 to \$130,109.65 with no change to the contract completion date for shop towel laundering and floor mat services, effective upon approval of the Commissioner of the Department of Administrative Services through August 31, 2025. The original contract (Contract #8002759) was approved by the Commissioner of the Department of Administrative Services on August 28, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on August 28, 2022.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) on December 11, 2023 with responses due by January 3, 2024. The results showed significant savings to the state utilizing a different vendor than the current contract (Contract # 8002759) vendor, Cintas Corporation No. 2.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for best and final offer (BaFO) to Cintas Corporation No. 2 and received a response on April 13, 2024. Their new price offer indicated a larger savings than the RFI projected costs savings.

The current price limitation of this contract is \$125,000 with a spend to date of \$100,383.25 with an average monthly spend of \$5,019.16. The projected monthly spend under the amended prices are \$1,689.00.

This requested amendment reflects a 51% overall cost savings as shown in Cintas Corporation No. 2's BaFO response when compared to the current contract (Contract #8002759) pricing. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last twenty months, providing a more accurate estimation of spend and includes an annual allowance of 10% for items purchased under the contractor's balance of product line.

Contract financials	
Current Contract Price Limitation	\$125,000
Current Contract Spend (20 months)	\$100,383.25
Current Contract Annual Spend	\$60,229.92
Amended Pricing Projected Annual Spend	\$29,268
Amended Estimated Term Spend (16 months)	27,024.00
Add allowance for balance of product line (10%)	\$2,702.40
New Requested price limitation	\$130,109.65

Based on the foregoing, I am respectfully recommending approval of the amendment with Cintas Corporation No. 2.

Respectfully submitted,

Gary S. LuHetta
Director, Division of Procurement & Support
Services

NON



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Shop Towels and Floor Mats	Agency Requisition	Statewide
RFB#	N/A	Bid Closing	N/A
Agent Name	James Poulin		

Indicates Award:

Qty.	UOM	Product Description	Cintas Corporation No. 2			Current Contract		
			Unit Cost	Total Monthly Cost	Total Annual Cost	Unit Cost	Total Monthly Cost	Total Annual Cost
Section 1 - Shop Towel Laundering Services								
2600	EA	18" X 18" Towels/BI- Weekly Services	\$0.06	\$156.00	\$1,872.00	\$0.17	\$442.00	\$5,304.00
200	EA	18" X 18" Towels/Monthly Services	\$0.07	\$14.00	\$168.00	\$0.28	\$56.00	\$672.00
			Section 1 Subtotal		\$2,040.00			
Section 2 - Floor Mat Services								
8	EA	2' X 3' Anti-Fatigue Mat	\$0.75	\$6.00	\$72.00	\$4.16	\$33.28	\$399.36
100	EA	3' X 5' Scraper Mat	\$1.25	\$125.00	\$1,500.00	\$2.43	\$243.00	\$2,916.00
20	EA	4' X 6' Scraper Mat	\$1.90	\$38.00	\$456.00	\$3.17	\$63.40	\$760.80
200	EA	3' X 5' Walk Off Mat	\$1.25	\$250.00	\$3,000.00	\$2.87	\$574.00	\$6,888.00
180	EA	4' X 6' Walk Off Mat	\$1.75	\$315.00	\$3,780.00	\$3.54	\$637.20	\$7,646.40
20	EA	4' X 8' Walk Off Mat	\$2.50	\$50.00	\$600.00	\$7.20	\$144.00	\$1,728.00
300	EA	3' X 10' Walk Off Mat	\$2.45	\$735.00	\$8,820.00	\$4.22	\$1,266.00	\$15,192.00
			Section 2 Subtotal		\$18,228.00			\$41,506.56
Total			Estimated annual spend		\$20,268.00			Expiring contract annual \$41,506.56
			Estimated term spend		\$60,804.00			Expiring contract term \$124,519.68
Add allowance for balance of product line					\$6,080.40			Cost increase/Savings X% or -
Recommended price limitation					\$66,884.40			Delta: new vs. expiring -51%

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	3 Years
Price Limitation	\$66,884.40
P-37 Checklist Complete	Ycs
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-Card and ACH
FOB Delivered	Ycs
Current Contract Price Limitation	\$125,000.00
Total Cost Savings (\$/%)	-\$63,715.68 -51%
Special Notes:	RFI was conducted showing current contract prices to be higher than the market value. After request, contracted vendor sent back a best and final offer with the prices shown above.



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
CINTAS CORPORATION NO. 2
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SHOP TOWEL LAUNDERING AND FLOOR MAT SERVICES
CONTRACT # 8002759**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 8 day of May, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and CINTAS CORPORATION NO. 2 hereinafter referred to as "the Contractor") for Shop Towel Laundering and Floor Mat Services.

WHEREAS, pursuant to an agreement effective August 28, 2022, and set to expire August 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform shop towel laundering and floor mat services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$130,109.65
2. Amend Exhibit C, Pricing Structure to the following pricing structure upon Commissioner of Department of Administrative Services approval through August 31, 2025:

Unit of Measure	Product Description	Unit Price
Each	Shop Towels Laundering Service 18" X 18" Towels (Bi-Weekly Services)	\$0.06
Each	Shop Towels Laundering Service 18" X 18" Towels (Monthly Services)	\$0.07
Each	2' X 3' Anti-fatigue Mat	\$0.75
Each	3' X 5' Scraper Mat	\$1.25
Each	4' X 6' Scraper Mat	\$1.90
Each	3' X 5' Walk Off Mat	\$1.25
Each	4' X 6' Walk Off Mat	\$1.75
Each	4' X 8' Walk Off Mat	\$2.50
Each	3'x 10' Walk Off Mat	\$2.45

Contract financials	
Current Contract Price Limitation	\$125,000
Current Contract Spend (20 months)	\$100,383.25
Current Contract Annual Spend	\$60,229.92
Amended Pricing Projected Annual Spend	\$20,268
Amend Estimated Term Spend (16 months)	27,024.00
Add allowance for balance of product line (10%)	\$2,702.40
New price limitation	\$130,109.65

Contractor Initials: AR

Date: 5.8.24

3. All other provisions of the Agreement, approved by the Commissioner of Department of Administrative Services on August 28, 2022, and expiring on August 31, 2025, shall remain in full force and effect.

Contractor Initials: AR

Date: 5.8.24

CINTAS CORPORATION NO. 2

By: *Amanda M. Rowe*

Amanda M. Rowe
(Print Name)

Title: *Global Acct Manager*

Date: *5.8.24*

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: *5-20-24*

Contractor Initials: *AR*

Date: *5.8.24*

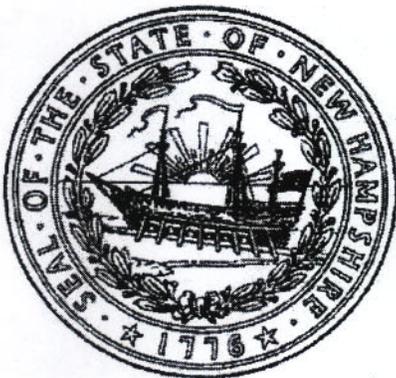
State of New Hampshire
Department of State

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: 0006678653



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

CINTAS CORPORATION NO. 2

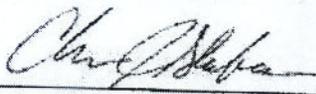
ASSISTANT SECRETARY'S CERTIFICATE

I, Christopher J. Skufca, hereby certify that I am the duly elected, qualified and acting Assistant 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 resolutions of the Board of Directors of the Company, duly adopted by unanimous written consent of the Board of Directors dated as of May 6th, 2024. The foregoing resolutions 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 6th day of May, 2024.

CINTAS CORPORATION NO. 2

By: 

Christopher J. Skufca, Assistant 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 6th day of May, 2024.

RESOLVED: That the Company shall have authority to enter into the First Amendment To The Contract between the Company and The State of New Hampshire, Department of Administrative Services For Shop Towel Laundering And Floor Mat Services Contract #8002759 (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 Aiman Barakat in negotiating, executing and carrying out the provisions of the Agreement are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Aiman Barakat 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 Aiman Barakat or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2024

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	
		INSURER A: Liberty Insurance Corporation	NAIC # 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:** 570105425814 **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.

INSR LTR	TYPE OF INSURANCE	ADD. INSR	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	Limits shown as requested
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2651004227093	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 & AUTO INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Cell 50 Ded.			AS7-651-004227 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			G22035277018	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y: N N	N/A	WA365004227103 WC5651004227123	07/01/2023 07/01/2023	07/01/2024 07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property Attn: James Roulin (Purchasing Agent) 25 Capitol Street, Room 102 Concord NH 03301 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 <i>Aon Risk Services Northeast Inc</i>
---	--

Holder Identifier : 971

Certificate No : 570105425814

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: August 25, 2022

CONTRACT FOR: Shop Towel Laundering And Floor Mat Services

CONTRACT #: 8002759

COMMODITY/NIGP CODE: Commodity / 954-7000, 954-7030, 954-7076

CONTRACTOR: Cintas Corporation No. 2

VENDOR CODE #: 177689

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Lincoln J Adams, o=Division of
Procurement & Support Services,
ou=Bureau of Purchase & Property,
email=Lincoln.J.Adams@das.nh.gov, c=US
Date: 2022.08.25 11:13:55 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Colin Capelle, o=Division of
Procurement and Support Services,
ou=Bureau of Purchase and Property,
email=Colin.S.Capelle@das.nh.gov, c=US
Date: 2022.08.26 12:49:01 -04'00'

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.08.29 11:37:17 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

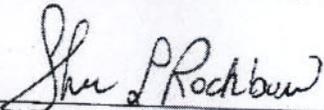
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
Administrative Services, ou=Div
Procurement & Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.08.29 11:44:41 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


For CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

8/29/22



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Shop Towel Laundering and Floor Mat Services	Agency	DAS
Bid #	2550-23	Requisition: #	
Agent Name	Lincoln Adams	Bid Closing:	06/29/2022 10:00AM

Estimated Quantity per month	UOM	Product Description	Cintas Corporation 2	
			Unit Price	Estimated Ext. Price per month
2600	Each	Shop Towels Laundering Service 18" X 18" Towels/8-Weekly Services	\$ 0.18	\$ 465.40
200	Each	Shop Towels Laundering Service 18" X 18" Towels/Monthly Services	\$ 0.12	\$ 23.20
4	Each	2' X 3' Anti-fatigue Mat	\$ 1.85	\$ 7.40
50	Each	3' X 5' Scraper Mat	\$ 2.59	\$ 129.50
10	Each	4' X 6' Scraper Mat	\$ 2.62	\$ 26.20
100	Each	3' X 5' Walk Off Mat	\$ 3.06	\$ 306.00
90	Each	4' X 6' Walk Off Mat	\$ 3.77	\$ 339.30
10	Each	4' X 8' Walk Off Mat	\$ 9.41	\$ 94.10
150	Each	3' X 10' Walk Off Mat	\$ 4.51	\$ 676.50
TOTAL				\$ 2,067.60

Special Notes:

No Bid

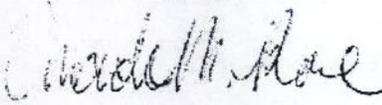
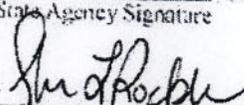
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name The State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Cintas Corporation 2		1.4 Contractor Address 6800 Cintas Blvd, Mason OH 45040	
1.5 Contractor Phone Number 843-324-4956	1.6 Account Number Various	1.7 Completion Date 08/31/2024	1.8 Price Limitation \$125,000
1.9 Contracting Officer for State Agency Lincoln Adams		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 8/26/22		1.12 Name and Title of Contractor Signatory Amanda Rowe, Global Account Manager	
1.13 State Agency Signature  Date: 8/29/22 For		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 8-26-22

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 as indicated in block 1.17, 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 1.17 ("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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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-e or any other provision of law.

5.4 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials

Date



7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject

matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

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damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

24. **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.

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EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

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Date


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**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Cintas Corp 2 (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Shop Towels Laundering & Floor Mat Services in accordance with the bid submission in response to State Request for Bid #2550-23 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2550-23
- f. EXHIBIT E Contractor's Bid 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) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2550-23," and (6) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence September 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The Contract may be extended for up to an additional two (2) year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.

4. SCOPE OF WORK

SHOP TOWEL LAUNDERING SERVICES

The Contractor shall provide clean shop towels to the State including removal and laundering of used shop towels in accordance with State of New Hampshire Code of Administrative Regulations Hazardous Waste Regulations (env-Hw) 401.03 (a) (1) and 401.03 (g).

The State's maintenance shops use shop towels for daily maintenance operations. Shop towels are used in cleaning and degreasing processes (see Definition in Env-Hw 401.02 (e)). Used shop towels may contain dirt, used oils, used grease, and solvents included in the definition of Solvent-Contaminated Wipe in Env-Hw 401.02 (d). The intent is for maintenance shop to always have shop towels sufficient to support maintenance

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operations, and for soiled towels to be removed expeditiously, transported and laundered in an environmentally responsible manner.

Shop towels will be 18" x 18" or comparable size, free of holes, tears, frayed edges and foreign materials including but not limited to dirt, mold, residue, and disagreeable odor. Shop towels are of quality comparable to industry standards for absorption, durability, and functionality.

The Contractor shall restock shop towels bi-weekly (every two weeks) intervals or every 4 weeks depending on the agency's request.

The Contractor shall provide documentation of clean shop towels delivered and document quantity of soiled shop towels removed. The invoice shall be signed by an agency supervisor or manager upon receipt detailing the date and amount of clean shop towels delivered. The agency supervisor or manager will receive a copy of the invoice.

The Contractor shall empty all soiled shop towel receptacles at each State facility or maintenance shop at intervals of bi-weekly or every 4 weeks as scheduled by the participating agency. Old liners removed and new liners replaced in shop towel receptacles as part of pick-up.

The Contractor shall be responsible for transportation of soiled shop towels. The Contractor shall transport the soiled shop towels in tightly sealed containers to prevent leaks and emissions. Such containers for transport will be clearly labeled Excluded Solvent-Contaminated Wipes. No free liquids present in containers during transports. Any unserviceable soiled shop towels shall be disposed of in accordance with Chapter Env-Hw 401.03 (b)(28), New Hampshire Code of Administrative Rules.

All shop towels shall be laundered in New Hampshire or a state that has adopted the exclusion at 40 CFR 261.4(a)(26), 7/1/14 edition, and at a facility whose discharge, if any is regulated under sections 301 and 402 or section 307 of the Clean Water Act.

The Contractor shall dispose of any unserviceable soiled shop towels in accordance with Chapter Env-Hw 402.03(b)(28), New Hampshire Code of Administrative Rules or the Rules applicable to the State that the laundering facility is located.

The Contractor shall provide a letter of compliance identifying the name and address of the laundering facility, the facility's compliance with Section 301 and 402, or 307 of the Clean Water Act, its permitting status (permitted through local Publicly Owned Treatment Works (POTW) or CWA Discharge permit). The Contractor will provide updated or revised letters of the facility changes or permit status has changed (new or revised permit).

For the New Hampshire Code of Administrative Rules - Chapter Env-Hw 400 IDENTIFICATION AND LISTING OF HAZARDOUS WASTES, please click here

<https://www.des.nh.gov/central/library/commissioner/login/rules/index.html?scope>

FLOOR MAT SERVICES

Contractor shall supply the State with weekly mat services includes the deliver and place clean mats and replace soiled mats in designated areas on a weekly, bi-weekly, every 4 weeks or as scheduled by participating agency. Initial delivery shall be coordinated by each participating agency's designated representative. To schedule delivery days/times, direct placement locations and, if applicable, to transition services from any previous contract without disruption. The Contractor shall replace unsightly and/or unserviceable mats, as determined by the agency's representative, at no additional cost. The Contractor will

supply the both walk-off (carpet) mats and scraper mats.

Walk-off (carpet) mats shall be made of nylon, are non-slip, and made with type-6 nitrile rubber backing. Heavy-duty nylon tufted entrance mats with absorbent carpet top surface that traps and holds up to a gallon of water per square yard. They shall be fade resistant, adhere to the floor surface and be ADA compliant design.

Scraper mats shall be of 100% nitrile rubber material, non-slip, beveled edges and ADA compliant design. Mats must be molded bidirectional or similar cleats that remove dirt and moisture from footwear before entering a building.

Mats that show visible cracks, torn edges, snags, creases, folds, or do not otherwise lay flat, or are faded will not be acceptable by participating agencies. These defects cause concerns for trip hazard.

The State and its agencies shall put their request for specific quantities and sizes directly to the Contractor. Mats provided by the Contractor shall remain the property of the Contractor during the contract term.

Mats provided by the Contractor shall remain the property of the Contractor during the contract term.

Other types of mat (e.g. drainage/splash, anti-fatigue, greating, kitchen, etc.) if available from the Contractor, may be requested as part of the Contractor(s) balance of product line.

Locations may be added by requesting the Contractor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing established in this RFB.

Locations may be deleted with thirty (30) days written notification.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 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.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, of 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.


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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. 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 #2550-23, 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://eas.ch.gov/eas/eas/using/vendorregistration/510072evsagmoxv45jyoh401/w0310000.mlx>

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.

6. 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

Contractor Initials

Date 8-26-22

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. 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.

Contractor Initials

Date


8-26-22

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Shop Towels Laundering & Floor Mat 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 \$125,000; 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.

2. PRICING STRUCTURE

SHOP TOWEL LAUNDERING SERVICES	
Description of Item/Service	Unit Price
18" X 18" Towels/BI-Weekly Services	0.179
18" X 18" Towels/Monthly Services	0.115

FLOOR MAT SERVICES	
Description of Item/Service	Unit Price
2' X 3' Anti Fatigue Mat	1.85
3' X 5' Scraper Mat	2.59
4' X 6' Scraper Mat	2.62
3' X 5' Walk Off Mat	3.96
4' X 6' Walk Off Mat	3.77
4' X 5' Walk Off Mat	9.41
3' X 10' Walk Off Mat	4.51

4. 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.

Contractor shall be paid by Procurement Card when invoice is received.

Contractor Initials

Date

[Handwritten Signature]
10-26-22

The invoice shall be sent to the address of the using agency under agreement.

5. 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>

Contractor Initials

Date


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EXHIBIT D

RFB # 2550-23 is incorporated here within.

Contractor Initials

Date



5-16-22

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials

Date


8-26-12

State of New Hampshire

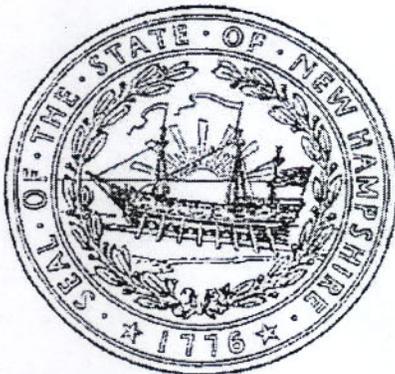
Department of State

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: 0005849216



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

I, Joseph Cerni, Vice President, do hereby certify that
Name of Certifying Officer Title Company

Amanda Rowe is authorized to execute any documents that may be
Name of Person Authorized to sign

necessary to enter into a contract with the State of New Hampshire.

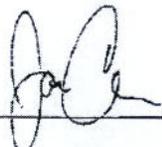
In witness whereof, I have hereunto set my hand as the Vice President, Government Strategic Markets

Office/Position of Certifying Officer

of Cintas, this 23rd day of August 2022.

Notarization

^{Ohio}
State of ~~New Hampshire~~
~~Warren~~ Hillsborough County

On August 22, 2022, before me,  the undersigned officer, personally appeared Joseph Cerni Certifying Officer, who acknowledged himself to me to be the Vice President of Cintas and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and seal.

 notary public

Commission Expires July 28, 2027

(affix seal)



Jerri S. Meyer
Notary Public, State of Ohio
My Commission Expires:
July 28, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/03/2022

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.): (856) 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	
	INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
	INSURER B: LM Insurance Corporation	NAIC # 33600
	INSURER C: Liberty Insurance Corporation	NAIC # 42404
	INSURER D: Westchester Fire Insurance Company	NAIC # 10030
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570094832463 **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.

INSUR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			132651004227092	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTALS \$1,000,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Spouse/Spouse Dep.			AS2-651-004227-072	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Per 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 <input type="checkbox"/> DEF. <input checked="" type="checkbox"/> RETENTION \$10,000			G22035277017	07/01/2022	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	WA565D004227102 WA765D004227112 WC5651004227122	07/01/2022 07/01/2022 07/01/2022	07/01/2023 07/01/2023 07/01/2023	<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

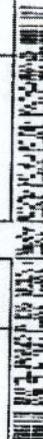
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire is included as Additional Insured on the General Liability policy, but only with respect to work performed under contract between the Certificate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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Attn: Erica Brisson 25 Capital Street, RM 102 Concord NH 03301 USA	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 <i>Aon Risk Services Northeast Inc.</i>
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Holder Identifier: 983

Certificate No: 570094832463



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 6/9/2022

Company Name: Cintas Corporation 2

Address: 6800 Cintas Blvd, Mason OH 45040

To: Point of Contact: Kimberly Hanson
Telephone: (603)-271-2550
Email: NH_Purchasing@dos.nh.gov

RE: Bid Invitation Name: Shop Towels Laundering & Floor Mat Services
Bid Number: 2550-23
Bid Posted Date (on or by): June 6, 2022
Bid Closing Date and Time: June 29, 2022 @ 10:00 AM (EST)
Dear Kimberly Hanson:

[Insert name of signor] Aiman Barakat on behalf of Cintas Corporation 2 [insert name of entity submitting bid] (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2550-23 for Shop Towels Laundering & Floor Mat Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 608:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21:11-c within the past year.

Authorized Signor's Signature Aiman Barakat Authorized Signor's Title National Account Manager

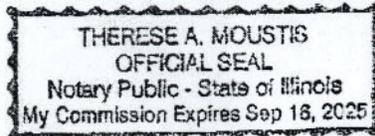
NOTARY PUBLIC/JUSTICE OF THE PEACE [Signature]

COUNTY: COOK STATE: IL ZIP: 60638

On the 19th day of JULY, 2022, personally appeared before me, the above named AIMAN BARAKAT in his/her capacity as authorized representative of CINTAS, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal,

[Signature]
(Notary Public/Justice of the Peace)



My commission expires: SEPT. 16, 2025 (Date)

Contractor Initials AB
Date 6/9/2022

REQUEST FOR BID FOR SHOP TOWELS LAUNDERING & FLOOR MAT SERVICES FOR
THE STATE OF NEW HAMPSHIRE

Form #37-A

PURPOSE:

The purpose of this bid invitation is to establish a contract for Shop Towels Laundering & Floor Mat services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Kimberly Hanson at the following address:
Kimberly.D.Hanson1@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

06/06/2022
06/20/2022
06/29/2022
09/01/2022

Bid Solicitation distributed on or by
Last day for questions, clarifications, and/or requested changes to bid
10:00 AM (EST) Bid Closing
Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence September 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. **Any and all charges shall be built into your bid price at the time of the bid.** Unless otherwise specified, prices shall be F.O.B.

DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge.

Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade

Updated Published Price List MUST be e-mailed to PurchasingAgent@DAS.NH.Gov.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Kimberly Hanson and sent electronic to Kimberly.D.Hanson1@NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay

in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded 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://dcs.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaecs45ipya5i45\)\)/welcome.aspx](https://dcs.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaecs45ipya5i45))/welcome.aspx)

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 1.4 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

SHOP TOWEL LAUNDERING SERVICES

The Vendor shall provide clean shop towels to the State including removal and laundering of used shop towels in accordance with State of New Hampshire Code of Administrative Regulations Hazardous Waste Regulations (env-Hw) 401.03 (a) (11) and 401.03 (g).

The State's maintenance shops use shop towels for daily maintenance operations. Shop towels are used in cleaning and degreasing processes (see Definition in Env-Hw 401.02 (e)). Used shop towels may contain dirt, used oils, used grease, and solvents included in the definition of Solvent-Contaminated Wipe in Env-Hw 401.02 (d). The intent is for maintenance shop to always have shop towels sufficient to support maintenance operations, and for soiled towels to be removed expeditiously, transported and laundered in an environmentally responsible manner.

Shop towels will be 18" x 18" or comparable size, free of holes, tears, frayed edges and foreign materials including but not limited to dirt, mold, residue, and disagreeable odor. Shop towels are of quality comparable to industry standards for absorption, durability, and functionality.

The Vendor must restock shop towels bi-weekly (every two weeks) intervals or every 4 weeks depending on the agency's request.

The Vendor shall provide documentation of clean shop towels delivered and document quantity of soiled shop towels removed. The invoice shall be signed by an agency supervisor or manager upon receipt detailing the date and amount of clean shop towels delivered. The agency supervisor or manager will receive a copy of the

invoice.

The Vendor must empty all soiled shop towel receptacles at each State facility or maintenance shop at intervals of bi-weekly or every 4 weeks as scheduled by the participating agency. Old liners removed and new liners emplaced in shop towel receptacles as part of pick-up.

The Vendor must be responsible for transportation of soiled shop towels. The Vendor must transport the soiled shop towels in tightly sealed containers to prevent leaks and emissions. Such containers for transport will be clearly labeled Excluded Solvent-Contaminated Wipes. No free liquids present in containers during transports. Any unserviceable soiled shop towels shall be disposed of in accordance with Chapter Env-Hw 401.03 (b)(28), New Hampshire Code of Administrative Rules.

All shop towels shall be laundered in New Hampshire or a state that has adopted the exclusion at 40 CFR 261.4(a)(26), 7/1/14 edition, and at a facility whose discharge, if any is regulated under sections 301 and 402 or section 307 of the Clean Water Act.

The Vendor must dispose of any unserviceable soiled shop towels in accordance with Chapter Env-Hw 402.03(b)(28), New Hampshire Code of Administrative Rules or the Rules applicable to the State that the laundering facility is located.

The Vendor must provide a letter of compliance identifying the name and address of the laundering facility, the facilities compliance with Section 301 and 402, or 307 of the Clean Water Act, its permitting status (permitted through local Publicly Owned Treatment Works (POTW) or CWA Discharge permit). The Vendor will provide updated or revised letters of the facility changes or permit status has changed (new or revised permit).

For the New Hampshire Code of Administrative Rules – Chapter Env-Hw 400 IDENTIFICATION AND LISTING OF HAZARDOUS WASTES, please click here - <https://www.des.nh.gov/organization/commissioner/legal/rules/index.htm#waste>

FLOOR MAT SERVICES

Vendor shall supply the State with weekly mat services includes the deliver and place clean mats and replace soiled mats in designated areas on a weekly, bi-weekly, every 4 weeks or as scheduled by participating agency. Initial delivery shall be coordinated by each participating agency's designated representative, to schedule delivery days/times, direct placement locations and, if applicable, to transition services from any previous contract without disruption. The Vendor shall replace unsightly and/or unserviceable mats, as determined by the agency's representative, at no additional cost. The Vendor will supply the both walk-off (carpet) mats and scraper mats.

Walk-off (carpet) mats shall be made of nylon, are non-slip, and made with type-6 nitrile rubber backing. Heavy-duty tufted entrance mats with absorbent carpet top surface that traps and holds up to a gallon of water per square yard. They shall be fade resistant, adhere to the floor surface and be ADA compliant design.

Scraper mats shall be of 100 % nitrile rubber material, non-slip, beveled edges and ADA compliant design. Mats must be molded bidirectional or similar cleats that remove dirt and moisture from footwear before entering a building.

Mats that show visible cracks, torn edges, snags, creases, folds, or do not otherwise lay flat, or are faded will not be acceptable by participating agencies. These defects cause concerns for trip hazard.

The State and its agencies shall put their request for specific quantities and sizes directly to the Vendor. Mats provided by the Vendor shall remain the property of the Vendor during the contract term.

Mats provided by the Vendor shall remain the property of the Vendor during the contract term.

Other types of mat (e.g. drainage/splash, anti-fatigue, greeting, kitchen, etc.) if available from the Vendor, may be requested as part of the Vendor's balance of product line.

Locations may be added by requesting the Vendor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing established in this RFB.

Locations may be deleted with thirty (30) days written notification.

Additional Requirements:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as 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.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the 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 the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include 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.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required.

or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No.**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

Please see Attachment B Offer Sheet

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Aiman Barakat</u>	<u>708-910-6357</u>	<u></u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>barakata@cintas.com</u>	<u>www.cintas.com</u>	<u></u>
E-mail Address	Company Website	
<u>Cintas Corporation 2</u>	<u>6800 Cintas Blvd, Mason OH 45040</u>	<u></u>
Vendor Company Name	Vendor Address	

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: Offer Sheet

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 603-931-4944,916239684#](#) United States, Concord

Phone Conference ID: 916 239 684#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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

I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

24. **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.