

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

DATE: 9/17/2020

CONTRACT #: 8002759

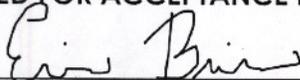
NIGP CODE: 954-0000, 977-0000

CONTRACT FOR: Shop Towel Laundering and Floor Mat Services

CONTRACTOR: Cintas Corporation No. 2

VENDOR CODE #: 177689

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/17/2020

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/17/2020

APPROVED FOR ACCEPTANCE BY:

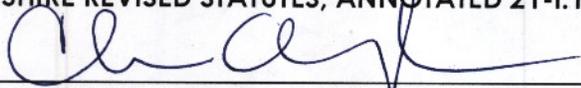


Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department of Administrative Svs,
ou=Division of Procurement & Support Svs,
email=Gary.Lunetta@das.nh.gov, c=US
Date: 2020.09.17 14:12:20 -0400

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

DATE _____

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-17-20

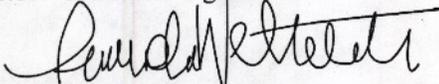
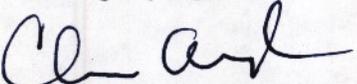
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex. Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Cintas Corporation No. 2		1.4 Contractor Address 6800 Cintas Boulevard Mason, OH 45040	
1.5 Contractor Phone Number (513) 476-6762	1.6 Account Number Various	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$82,779.67
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 9/16/20		1.12 Name and Title of Contractor Signatory Amanda Wetterer Global Account Manager	
1.13 State Agency Signature  Date: 9/17/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Department of Administrative Services	
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.

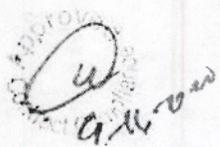
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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.

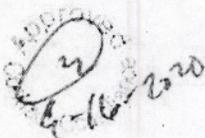
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

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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.

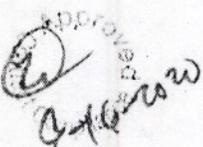
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EXHIBIT A
SPECIAL PROVISIONS

1. Delete Section 13. Indemnification and replace with the following:

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. If the damages, injury, loss or claim is caused by the negligence of both parties and to the extent such damages, injury, loss or claims do not arise out of (or are not claimed to arise out of), in whole or in part, hazardous or solid waste violations by the Contractor, the apportionment of said damages, injury, loss or claim shall be shared between both parties based upon the comparative degree of each party's negligence and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorney's fees and witness' fees and expenses incident thereto.

A circular stamp containing handwritten initials and a date. The initials appear to be 'AW' and the date is '9-16-20'. The stamp is partially obscured by a larger, fainter stamp.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Cintas Corporation No. 2 (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Shop Towel Laundering and Floor Mat Services in accordance with the bid submission in response to State Request for Bid #2347-21 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 2347-21

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," and (5) EXHIBIT D "RFB 2347-21."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately two (2) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK

Contractor 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 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) (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 Contractor must restock shop towels bi-weekly (every two weeks) intervals or monthly at 30-day intervals 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 must empty all soiled shop towel receptacles at each State facility or maintenance shop at intervals of bi-weekly or monthly as scheduled by the participating agency. Old liners removed and new liners emplaced in shop towel receptacles as part of pick-up.

The Contractor must be responsible for transportation of soiled shop towels. The Contractor 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.

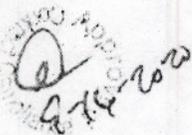
The Contractor must dispose of any unserviceable soiled shop towels in accordance with Chapter Env-Hw 402.03(b)(28), New Hampshire Code of Administrative Rules or the Rules applicable to the State that the laundering facility is located.

The Contractor 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 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/organization/commissioner/legal/rules/index.htm#waste>

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, monthly 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 year. 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 or are faded will not be acceptable by participating agencies.

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.

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

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. No premium charges will be paid for any off-hour work.

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

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

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise

AW
9/16/20

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. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2347-21, as described herein, and under the terms of this Contract.

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

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

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

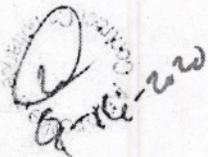
8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

AW
9/16/20

9. 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.

Handwritten initials "AW" and date "9-16-20" in the bottom left corner.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Shop Towel Laundering and 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 \$82,779.67; 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	\$0.17
18" X 18" Towels/ Monthly Services	\$0.28

FLOOR MAT SERVICES	
DESCRIPTION OF ITEM	UNIT PRICE
3' X 5' Scraper Mat	\$2.43
4' X 6' Scraper Mat	\$3.17
3' X 5' Walk Off Mat	\$2.87
4' X 6' Walk Off Mat	\$3.54
4' X 8' Walk Off Mat***	\$7.20
3'x 10' Walk Off Mat	\$4.22

*** Cintas recommends using either a 4'x6' mat (\$3.54 unit price) or a 3'x10' mat (\$4.22 unit price), as a 4'x8' is not a standard Cintas size and is priced higher to reflect this.

BALANCE OF PRODUCT LINE

DESCRIPTION OF ITEM	UNIT PRICE
4'X6' TRAFFIC MAT	\$7.33
3'X10' TRAFFIC MAT	\$8.25
4'X8 TRAFFIC MAT	\$8.83
3'X5' XTRACTION MAT	\$5.90
4'X6 XTRACTION MAT	\$6.74
3'X10' XTRACTION MAT	\$7.59
3'X5' ACTIVE SCRAPER	\$3.21
3'X5' DURALITE MAT	\$2.68
3'X5' COFFEE MAT	\$3.71
TERRY TOWEL	\$0.13
STRIPE SWIPE TOWEL	\$0.17
RIBBED TERRY TOWEL	\$0.13
BLUE TERRY TOWEL	\$0.13
STRIPE GLASS TOWEL	\$0.17

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#2 TERRY TOWEL	\$0.13
SM SHOP TWL-WHT	\$0.13
12"X12" MICROFIBER WIPER (BLUE)	\$0.16
12"X12" MICROFIBER WIPER (ORANGE)	\$0.16
16"X16" MICROFIBER WIPER (WHITE)	\$0.16

3. LOCATIONS

Military Affairs & Veteran Services		
Location	Address	City
Field Maintenance Shop (FMS)	86 Brock Street	Rochester
FMS 2	350 Meadow Street	Littleton
FMS 3 & 4	1227 Hooksett Rd	Hooksett
Combined Surface Maintenance Shop (CSMS) Building H	1 Minuteman Way	Concord
Army Aviation Support Facility (AASF)	26 Regional Drive	Concord
Hillsboro FMS	140 West Main Street	Hillsborough
NH Department of Transportation		
NHDOT – Bureau of Traffic	18 Smokey Bear Blvd.	Concord

3. INVOICE

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

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

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

4. PAYMENT

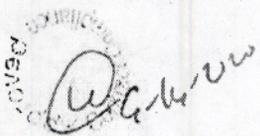
Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

9-16-2020

EXHIBIT D

RFB #2347-21 is incorporated here within.

Contractor Initials AW
Date 9/16/20

A circular stamp with illegible text around the perimeter and a handwritten signature in the center.

Certificate of Authority

I, Kevin Cashman, Vice President of Cintas, do hereby certify that
Name of Certifying Officer Title Company

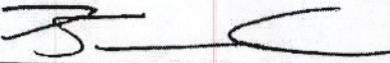
Amanda Wetterer is authorized to execute any documents that may be
Name of Person Authorized to sign

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

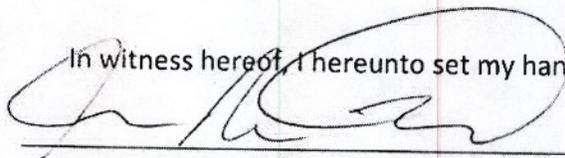
In witness whereof, I have hereunto set my hand as the Vice President – NE Region
Office/Position of Certifying Officer
of Cintas, this 27th day of August 2020.

Notarization

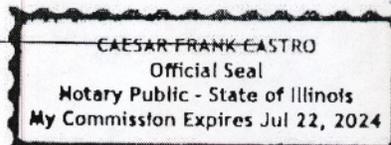
State of Illinois
Cook County

On August 27, 2020, before me, , the undersigned officer,
personally appeared Kevin Cashman, 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 _____



(affix seal)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0004985471**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of August A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State