

Pease Development Authority
Uniform Services
Invitation For Bid
March 29, 2024

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ADVERTISEMENT FOR BIDS

The Pease Development Authority (“PDA”) invites sealed bids for **Uniform Services** at Pease Development Authority properties on the Pease Tradeport, Pease Golf Course, Skyhaven Airport, and Division of Ports and Harbors Facilities. Bids will be received at the office of the PDA, 55 International Drive, Portsmouth, N.H. 03801 until **2:00 p.m. local time, April 15, 2024**, at which time they will be opened publicly and read aloud. The mailing address is:

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Attn: Toni-Marie Vaughn

Bids shall be enclosed in **TWO (2)** envelopes (**inner and outer**), both of which shall be sealed and clearly labeled, “**Bid for Uniform Services, Submitted by (Contractor’s Name) Attn: Toni-Marie Vaughn.**”

Bid documents will be available on or after March 29, 2024, by calling Toni-Marie Vaughn at (603) 766-9284 or emailing bids@peasedev.org. Details can also be found on our website at <https://peasedev.org/business-3/bids-and-opportunities>.

Disadvantaged Business Enterprises will be afforded full opportunity to submit responses to this advertisement. PDA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964(78 Stat. 252, USC §§ 2000d to 2000d-4), hereby notifies all offerors that it will affirmatively ensure no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

INSTRUCTIONS FOR SUBMITTING BIDS

1. Receipt and Opening of Bids

The Pease Development Authority (herein called “PDA” or the “Owner”) invites sealed bids on the form attached hereto, all blanks of which must be filled in. The Owner will receive bids at its offices at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire **until 2:00 p.m. local time, April 15, 2024**. The Mailing address is:

Pease Development Authority
55 International Drive
Portsmouth, N.H. 03801
Attn: Toni-Marie Vaughn

Bid documents will be available on or after March 29, 2024 by visiting <https://peasedev.org/business-3/bids-and-opportunities/> or by contacting Toni-Marie Vaughn via email at bids@peasedev.org or by phone at (603) 766-9284. It is the Bidders’ responsibility to contact Ms. Vaughn to be placed on the Bidders List. Only Contractors who are on the Bidders List will be allowed to submit a bid. Furthermore, Contractors who are on the Bidder List will be made aware of any discrepancies and/or omissions when they are discovered in the bid documents per addendum. Before preparing the Bid package, Contractors should carefully examine the bid documents in their entirety.

The Bid package should include **one (1) original** and **one (1) duplicate** copy, labeled as such and shall be enclosed in **two (2) envelopes (inner and outer)**, both of which shall be sealed, addressed and designated on the outside envelope as: **“Bid Documents Submitted by (Contractor’s Name) for Uniform Services – Attn: Toni-Marie Vaughn”**. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening or authorized postponement thereof. Any bid received after the time and date specified above shall not be considered. No Contractor may withdraw a bid within 60 calendar days after the actual date of the opening thereof.

2. Description of Work

The work shall consist of supplying the Owner with a scheduled uniform/clothing maintenance service. Prices are based on 52 weeks of weekly service per year.

- a.** This contract is for the rental of uniforms, linens, towels, and mats. It is for maintaining the in-stock inventory, picking up of soiled items, cleaning, ironing, processing, bundling, and delivery to (1) 42 Airline Avenue, (2) 36 Airline Avenue, (3) 7 Lee Street, and (4) the Golf Course at Pease for immediate in-service use.
- b.** The uniforms, linens, towels, and mats shall be maintained throughout the life of this contract in a condition satisfactory to the Owner. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices.

- c. The Contractor shall work directly with each designated PDA Department contact in day-to-day matters pertaining to this rental service. Delivery schedules will be established between the Contractor and the individual departments. The schedule may be adjusted by mutual consent to allow for holidays.
- d. All rental items shall be washed, extracted, tumbled, ironed or folded, as required, using only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
- e. Minor repairs, including but not limited to worn collar, button replacement, zipper replacement and small tear patching will be provided by the Contractor at no cost to the PDA. Tear patching must not be readily noticeable from a distance of two feet.

3. Preparation of Bid

Each bid must be submitted on the prescribed form and must be accompanied by a statement of qualifications and any other information that will assist the Owner in evaluating the Contractor's ability to successfully provide the requested services.

4. Qualifications

Each contractor shall submit his/her qualifications to the Owner on the form provided hereinafter entitled "Statement of Qualifications". The form must be delivered to the Owner with the bid. The Owner reserves the right to reject the bid of any Contractor who has failed to submit his/her qualifications.

5. Contract Term

The term of the contract shall be for **three (3) years**. Pricing shall remain in effect for the initial **three (3) year term**. The PDA shall have the option, in its sole discretion, to renew the contract for **two (2) additional one (1) year** option periods.

6. Contract Award

The Owner will award the Contract, at its sole discretion, to the lowest most responsive and responsible bidder.

7. Eligibility

In the sole discretion of PDA, any Contractor that has previously submitted a bid to the Pease Development Authority or entered into an agreement with the Pease Development Authority and has not complied with the terms of the stated requirements may not be eligible to submit a bid.

SCOPE OF WORK

1) DESCRIPTION OF SERVICES

The intent of this Invitation for Bids (IFB) is for the Pease Development Authority (PDA) to engage in an agreement for a Contractor to supply routine and continuous usage of Uniform Rental and Cleaning Services. The quantities provided are estimates based on current labor force and forecasted operations. These estimates are for acquainting the Contractor with probable quantities to be expected during the contract period. Proposed quantities are estimates only and will not be guaranteed and may be subject to additions or deletions prior to award. No damage fees or replacement costs will be charged by the Contractor except for loss by employee, or deliberate misuse of garment beyond normal wear and tear. All damaged garments must be made available for examination by a PDA representative to make a final determination as to the damage or replacement cost.

The intent of this IFB is to award a Contract to a responsible Bidder, whose Bid, conforming to this IFB, is most advantageous to the PDA, price and other factors considered. Should additional work be required that falls under the subject of the awarded contract during the contract term the PDA reserves the right to separately procure the individual requirements and subsequently requesting the vendor to submit a written quotes and upon approval, a notice to proceed will be issued to authorize any additional requested work.

a. Schedule of Service Required

- Each person must be individually measured and fitted prior to the first delivery of garments. During the first two weeks of service, The Vendor shall make necessary adjustments and provide necessary replacements at no additional cost.
- Furnish brand new, never worn pants, jeans, shirts, and shop towels and for starting inventory; within thirty (30) calendar days after fitting measurements have been taken.
- Provide cleaned uniforms, cleaned floor mats, and cleaned shop towels once per week per PDA employee and location.
- Replace all irreparably damaged, or permanently stained, or worn-out uniforms with all brand-new uniforms within 7-14 calendar days of pick up.

The successful Bidder shall, at minimum, provide the PDA with the following services:

- Provide the PDA with “Uniform Rental and Laundering Services” as required herein, including but not limited to furnishing new shirts, pants, jeans, emblems, shop towels;

measuring, fitting, hemming, taking in and letting out, adjusting, stitching, sewing, repairing; laundering, stain-removing, pressing; inventorying, delivering, picking up, and replacing uniforms.

- Provide the PDA with color coordinated carpeted entrance mats.
- Service complaints that are reported to the Contractor must be responded to within 24 hours with a recommendation of corrective action to be completed within 48-hours.

The PDA, with notification, reserves the right to change the number of uniforms due to additions and deletions of employees, and/or mats at our discretion without monetary penalties from the vendor, including option to terminate contract if service is unsatisfactory.

This base proposal is for the cleaning and rental of uniforms per week, per person for approximately **30 employees for 52 weeks.**

b. Proper Fit

Measure each PDA employee individually at a PDA designated location to assure that the to-be provided uniforms fit properly. Each employee will be individually measured by trying on sample uniforms to determine proper sizing, including any unusual sizes necessary to insure comfortable wear, and first-class appearance. Any size mistakes or corrections will be performed by the vendor at no additional charge.

Check with each PDA employee individually to assure that the provided uniforms fit properly; make necessary alterations to the uniforms at no additional cost. After the initial acceptance of the uniforms fitting properly, the vendor must make necessary alterations or supply new, never worn uniforms for employees whose uniforms no longer fit properly; at no additional charges.

c. Startup Inventory

Furnish startup inventory consists of new uniforms as follows:

Provide each employee with: Eleven (11) long-sleeved shirts, or eleven (11) short-sleeve shirts, eleven (11) pants or jeans, or any combination of the tops and bottoms. (See current uniform description)

Provide various PDA Departments with 100 shop towels total.

Note: New employees must be furnished with startup inventory of brand new, never worn, uniforms within 30-days at no additional prep charges or any other charge.

All inventory shall remain the property of the Contractor, in the event that a uniform is deemed damaged, and the PDA is being charged a replacement charge, the PDA shall be given the option of keeping the damaged uniform at no additional cost.

d. Garment Control Identification

Provide a garment control identification tag for each employee uniform and location as follows: Employee name, Department, Location, Delivery, and Repairs. Ensure that the garment control identification permits the grouping together of uniforms by each employee and are deliverable to the correct location.

e. Uniform Pickup and Drop off:

A laundry collection uniform container/locker for both clean and soiled work uniforms must be prepared for each location. Pick up all to-be-laundered shop towels once a week; note only the number of shop towels that are “actually” being laundered are to be billable. Submit a numbered pick-up list of items to be picked up from each location.

Drop Off and Pick Up Locations:

PDA Airport Maintenance Dept	7 Lee St., Portsmouth, NH 03801
Pease Golf Course Maintenance Dept	200 Grafton Rd., Portsmouth, NH 03801

f. Uniform Cleaning

On a weekly basis, the Vendor will pick up soiled shirts, pants, rugs and shop towels, for laundering. Ensure that all uniforms and items are cleaned in a manner that is appropriate to remove all soil, dirt, grease, and oils without damaging the material to the point of detracting from the appearance of the uniform. Use, whenever possible, “Green” cleaning agents and never use cleaning agents that are potentially hazardous or harmful to health, property, environment, or finishes of any items being serviced. Uniforms which retain an offensive smell or residual odor, or excessive stains will not be acceptable and should be replaced at no additional cost. Ensure that all delivered uniforms are wrinkle-free; the PDA may reject or not pay for any uniforms delivered with wrinkles. Any special orders for employees allergic to soaps, cleaning solutions, starches will be handled on an individual basis at no additional cost to the PDA.

g. Uniform Repairing

Make repairs to all uniforms as required. Note that such repairs are for sewing and stitching of uniform seams or patches and replacement of buttons. Supply uniform repair tags that may be affixed to the to-be-repaired uniforms for each location at no additional cost.

h. Uniform Replacement

Uniforms that are worn out, dingy in color, damaged, lost, or stained from cleaning or exchanges will be replaced at Vendor’s sole expense and the PDA has the right to request these uniforms. Uniforms that are damaged beyond repair, permanently visibly stained, or lost due to employee’s misuse, will be replaced at the prorated uniform costs. Replacement uniforms requested by the PDA due to change of color, style, etc. will be replaced at the prorated uniform costs.

Note: Uniforms shall be replaced with brand new, never worn, uniforms only.

i. Uniform Delivering

Provide hangers, and if necessary, plastic bags for all uniforms to be delivered to ensure that the uniforms are dry, clean, wrinkle-free, and ready to wear. Also provide hanger recycling stands. Ensure that the delivered uniforms are grouped together by each employee and department and delivered to the correct location according to the garment control identification.

Note that only the exact number of shirts, pants, shop towels, and rugs that are actually laundered, cleaned, repaired, replaced, furnished as new, wrinkle-free, and grouped and delivered to the correct PDA location are **billable**, NO EXCEPTIONS.

j. Uniform Rejections

The PDA Representative may reject any items that do not meet the requirements of the IFB specifications. Reload rejected items immediately on the same delivery as they were originally being delivered. Pickup rejected items within two (2) business days if such rejection was discovered by the PDA after delivery was made. Restore to acceptable state or replace, as necessary, rejected items within seven (7) business days after the rejection was made, at Contractor's sole expense.

k. Uniform Return Conditions

The PDA shall notify the Vendor of termination, leave or new hires by written notice. Garments of terminated employees shall be given to the pick-up driver within two (2) weeks of notice. No charges shall be made for the rental of the terminated employee upon return of uniforms. New hires shall be furnished with startup inventory of brand "new" uniforms without any additional charge for proper fit. Employees on extended leave, four (4) weeks or longer, will not be charged rental fees until their resumption of duty. It is the sole responsibility of the PDA to notify the Vendor of leave and return dates, failure to notify the Vendor will result in additional rental fees. At the termination of the contract, all rental uniforms will be returned to the Vendor within thirty (30) calendar days.

l. Lost/Damaged Articles

State the full cost of each style shirt, and pants. Prorate each uniform article by the number of weeks in service by taking the full cost of the item and dividing it by 52 weeks and multiplying it by the number of weeks in service; Example: if a shirt is \$5.20 at full cost of replacement, \$5.20 divided by 52 weeks equals \$0.10 per week; if it has been in service for 26 weeks, then the prorated replacement cost is \$2.60. These prorated charges apply to any emblems on the uniform and are in addition to the weekly uniform rentals. Note that shop towels are not subject to prorating. If items are lost or damaged by any means by the PDA, the contractor shall charge the PDA for the then current replacement value for each item.

All garments and other rented items shall remain the property of the Contractor. All garments that require replacement due to normal wear shall be replaced by the Contractor at no charge to the PDA with brand "new" garments.

m. Uniform Description

Below are descriptions from our current providers specifications to be provided to each employee:

Description

<u>Item Description</u>	<u>Color</u>
Long-sleeve Chino Shirt	Light Blue
Short-sleeve Chino Shirt	Light Blue
FR 140z Wrangler Relaxed Fit Jean	Navy
FR 90z Cotton Blend Work Pant	Navy
FR Long-sleeve Work Shirt	Light Blue
Pants (Cotton)	Navy
Pants-Jeans, Carhartt Relaxed Fit	Navy
Pants-Jeans, Carhartt Jeans	Navy
Coveralls (Cotton)	Navy
Towels-20 x 40	Any Color
Wipers-18 x 18	Any Color
Flame Retardant Workwear = (FR)	

*Please quote both men’s and women’s pants and shirt from above.

n. Rental of Entrance Mats

Rental of entrance mats. Rotated and cleaned weekly or when additionally requested for the following locations: (1) 42 Airline Avenue, (2) 36 Airline Avenue, (3) 7 Lee Street, and (4) the Golf Course at Pease – quantity and size as follows:

Description QTY

Mat – 4X6	4	Black
Mat – 3X10	1	Black
Mat – 4X8	2	Black

o. Additional Work

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written quote and upon approval, a notice to proceed will be issued to authorize the work.

2) BASIS OF PAYMENT

a. Billing Requirements and Procedures

The requirements for the weekly and monthly billing of our accounts must be followed as noted. Weekly and monthly invoices shall be emailed to invoices@peasedev.org with a statement prepared for review by our departments. Individual statements for each location will be attached to each monthly/weekly invoice to verify completeness and the accuracy of the charges.

b. Materials

Payments for materials furnished shall be limited to cost. Itemized material lists shall be submitted with each request for payment.

c. General

The prices submitted shall include all labor, incidentals, expenses, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. There will be no allowances made for travel time, mileage, equipment or any other incidental expenses. These costs shall be included in the prices submitted.

7. Have you ever failed to complete any work awarded to you? () Yes () No If yes, where and why?

8. Have you ever defaulted on a contract? () Yes () No If yes, where and why?

9. List of references (minimum of three).

Attach proof of licensure and any other information that may assist the Owner in evaluating your bid.

SERVICES AGREEMENT

PDA General Terms and Conditions

SUBJECT: DRAFT AGREEMENT

AGREEMENT

The Pease Development Authority and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Pease Development Authority (PDA)		1.2 PDA Address 55 International Drive Portsmouth, NH 03801	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limit
1.9 Contracting Officer for PDA Paul E. Brean, Executive Director		1.10 PDA Phone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____ , County of _____ On _____ , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 PDA Signature		1.15 Name and Title of Signatory for PDA	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

2.1 The Pease Development Authority, identified in block 1.1 (“Entity”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

2.2 During the term of this Agreement, Services shall be provided at the rates set forth in EXHIBIT B. As necessary, the parties shall negotiate a scope of work and corresponding fee for any requested additional services (a “Project Contract”); for small projects the parties may utilize a short description of the services and proposed estimated fee (a “Task Assignment”). Each Project Contract or Task Assignment, following any required approval by the PDA Board of Directors as determined necessary by the PDA, shall be executed by the PDA and the Consultant prior to being made a part of this Agreement. Following execution, the Project Contract or Task Assignment attached to Exhibit A hereto and incorporated herein by reference and made part of this Agreement. Each Project Contract or Task Assignment attached to Exhibit A shall be identified by a distinct sequential number (i.e. Attachment 1, 2, etc.).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until _____ (“Effective Date”).

3.2 If the Contractor commences the Services and/or purchases Goods prior to the Effective Date, all Services performed and Goods purchased 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 PDA 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 and/or deliver all Goods by the Completion Date specified in block 1.7.

3.3 This Agreement shall be for _____ () years. The PDA may extend this agreement for up to _____ () _____ () year periods at its discretion.

4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

4.2 The payment by the PDA 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. The PDA shall have no liability to the Contractor other than the contract price.

4.3 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 without executing a duly authorized Amendment.

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

5.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 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.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

6. PERSONNEL.

6.1 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.

6.2 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 PDA employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

7. EVENT OF DEFAULT/REMEDIES.

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

7.1.1 failure to perform the Services and supply Services satisfactorily or on schedule;

7.1.2 failure to submit any report required hereunder; and/or

7.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

7.2.1 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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

7.2.2 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 PDA determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

7.2.3 set off against any other obligations the PDA may owe to the Contractor any damages the PDA suffers by reason of any Event of Default; and/or

7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**8. DATA/ACCESS/
CONFIDENTIALITY/PRESERVATION**

8.1 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.

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

8.3 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 PDA.

9. TERMINATION.

9.1 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, the Contractor shall 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/or Goods delivered, and the contract price earned, to and including the date of termination.

10. CONTRACTOR'S RELATION TO THE PDA.

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 PDA. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the PDA or receive any benefits, workers' compensation or other emoluments provided by the PDA to its employees.

**11. ASSIGNMENT/DELEGATION/
SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the PDA.

12. INDEMNIFICATION. The Contractor shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby

agreed to defend and indemnify, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this paragraph 12 shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

13. INSURANCE.

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

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

13.1.2 automobile liability insurance in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

13.2 The policies described in subparagraph 13.1.1 herein shall be primary and non-contributory with respect to insurance of the PDA, include a waiver of subrogation in favor of the PDA, and 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.

13.3 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.

14.1 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*").

14.2 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. 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 PDA 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.

15. WAIVER OF BREACH. No failure by the PDA 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 PDA to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

18. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

19. 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.

20. 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.

21. SPECIAL PROVISIONS. Additional provisions set forth in the attached **EXHIBIT C** are incorporated herein by reference.

22. 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.

23. 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 relating hereto.

24. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

DRAFT

EXHIBIT A
SERVICES

DRAFT

EXHIBIT B
CONTRACT PRICING

DRAFT

EXHIBIT C
SPECIAL PROVISIONS

DRAFT

BID FORM

(WEEKLY RATES)

<u>Item Description</u>	<u>Unit Price</u> <u>Men</u>	<u>Unit Price</u> <u>Women</u>	<u>Color</u>	<u>Quantity</u>	<u>Cost of</u> <u>Total Issued</u>
Long-sleeve Chino Shirt			Light Blue	N/A	
Shortsleeve Chino Shirt			Light Blue	N/A	
*FR 140z Wrangler Relaxed Fit Jean			Navy	N/A	
*FR 90z Cotton Blend Work Pant			Navy	N/A	
*FR Long-sleeve Work Shirt			Light Blue	N/A	
Pants-Cotton (Navy)			Navy	N/A	
Pants-Jeans, Carhartt Relaxed Fit			Navy	N/A	
Pants-Jeans, Carhartt Jeans			Navy	N/A	
Coveralls (Cotton)			Navy	N/A	
Towels – 20X40			Any Color	20	
Wipers – 14X18			Any Color	50	
Mat – 4X6			Black	4	
Mat – 3X10			Black	1	
Mat – 4X8			Black	2	
Flame Retardant Workwear = (FR)*					

Total cost of goods issued: \$ _____

Assorted Charges:

Special Size Charges: 3X, 4X & 5X (one price for all special sizes) \$ _____
 Emblem Charge: \$ _____
 Service Charge: \$ _____
 Medical Supply Inventory Charge: \$ _____

BID FORM (continued)

Other fees including re-stocking, exchange, defective, environmental, etc., please list below.

Charge:	\$ _____
Charge:	\$ _____
Charge:	\$ _____
Fees not disclosed on bid form will not be allowed.	
Total additional charges	\$ _____
TOTAL BID SUBMITTED:	\$ _____
Percent Increase for Option Year One	% _____
Percent Increase for Option Year Two	% _____

The UNDERSIGNED does hereby certify that the services to be furnished to the Pease Development Authority (“PDA”) will meet all the specifications and requirements of the “Uniform Services Bid Package” dated March 29, 2024.

The UNDERSIGNED hereby certifies that no employee, officer, or agent of the PDA, nor any member of their immediate family has any interest in the award of a contract herein; nor, is any such employee, officer, or agent employed by or about to become an officer or employee of any person, firm, partnership, or corporation which may benefit from the award of the contract herein.

The UNDERSIGNED must be familiar with all aspects of the service agreement and be familiar with the conditions of the site for delivery and pickup of uniforms and mats.

This agreement is based on the foregoing issued before execution of this agreement and any amendments hereafter to be made.

The PDA will award the contract for Uniform Rental and Cleaning Services to the lowest responsible bidder. All bid values will be based on the total of all items listed in this bid form.

The PDA reserves the right to reject any and all proposals to waive any informality.

This bid shall not be withdrawn within 60 days after the actual date of opening.

The quantities listed are estimates only. **Payment will be based on actual quantities.** The Pease Development may add or delete work items depending upon need and available resources.

Upon receipt of Notice of Award of this bid, the undersigned will deliver the required insurance certificates and execute a Contract with the PDA.

BID FORM (continued)

The following addendum language is included in the event addendums need to be issued:

Proponent acknowledges receipt of the following addenda:

Addendum No. _____
Signature _____ Date _____

Addendum No. _____
Signature _____ Date _____

Addendum No. _____
Signature _____ Date _____

Respectfully submitted by:

Company

Address

Signature

Date

Printed Name, Title

Telephone

MINIMUM INSURANCE REQUIREMENTS

All subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority ("PDA") before the commencement of any work on property of PDA at Pease International Tradeport. The following are the minimum requirements for insurance coverage:

- a. **Commercial General Liability:** \$2,000,000 commercial general liability coverage **per occurrence**; and \$1,000,000 **in the aggregate**.
- b. **Automobile Liability:** \$1,000,000 automobile liability coverage **per occurrence**; and \$1,000,000 **in the aggregate**.
- c. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
- d. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage in a minimum amount of \$1,000,000 **per occurrence** and \$1,000,000 **in the aggregate**.
- e. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA from time to time.
- f. **Additional Insureds:** Pease Development Authority must be named as additional insured under **all** liability coverages.
- g. **Notice of Cancellation:** A 30-day notice of cancellation (with the exception of a 10-day notice for non-payment of premium) must be provided.
- h. **Waiver of Subrogation.** With the exception of Workers Compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
- i. **Primary Insurance.** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
- j. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

For any questions, please call the Pease Development Authority Legal Department at (603) 433-6348.