

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and UniFirst Corporation, with a principal place of business in Lebanon, NH, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Uniform Rental and Cleaning Services. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on January 1, 2023 and end on December 31, 2024 with the option for two twelve month renewal periods.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide the following:

1. Contractor shall provide uniform rental and cleaning service for the State of Vermont as follows:

To provide rental, laundering, maintenance, and regular pick-up and delivery of work uniforms to the delivery locations listed in Attachment D. Future locations may be added to the contract at any time.

2. The Contractor shall be responsible for all costs associated with having the uniforms available for wearing Including:

- Proper Fit
- Emblems and name patches.
- Pickup of soiled uniforms.
- Drop off of cleaned uniforms.
- No charge for repairs.
- No charge for replacement due to wear.

3. **UNIFORM TYPES AND DESCRIPTIONS:**

**Cotton Twill Work Pant.** G&K Item 1216-741 or State Approved Equivalent

Features:

- Wrinkle-resistant finish
- Plain front
- Slack style front pockets
- Set-in hip pockets (left with button closure)
- Ratcheting zipper with button closure

**Regular Fit Jean.** G&K Item 1223-736 or State Approved Equivalent

Features:

- Traditional fit
- Heavy duty brass ratcheting zipper
- Traditional five pocket design

**Solid Polo**

Features:

- Soil-release finish
- Three button placket with matching buttons
- Left chest pocket
- Even hem bottom
- Hemmed sleeves
- Unisex styling

4. At a mutually arranged time, Contractor shall meet with the Districts at their respective facilities. A presentation/interview is intended to provide the District with a full understanding of the contract and to clarify any technical issues affecting cost and/or service provisions of performance.

- a. Contractor shall identify a representative of their company who will be the Point of Contact responsible for the District's needs.
  - b. The number of employees for which uniforms are listed is based upon the current staffing of the department. However, the State reserves the right to increase or decrease the number of employees and uniforms depending on **its business needs**.
5. **Uniform Characteristics & Quality:** With their District's consent, Individual employees *may* initially choose short sleeve or long sleeve, denim jeans or twill trousers, or a combination thereof. Changes and/or replacements may only be done when authorized by a District supervisor, signed in advance.
- a. Contractor shall take Individual measurements and guarantee a proper fit.
  - b. All garments shall be 100% cotton whenever possible. Any change to this requirement will be coordinated with the State prior to implementation.
  - c. New material- Unless otherwise provided in the specifications, all goods to be supplied to the State shall be from new, unused, and of current stock.
  - d. Imprinted emblems and nametags are an optional use item, which may or *may* not be used at the discretion of the Districts.
  - e. Color of the uniforms furnished by the Contractor shall be Navy Blue.
  - f. No starch or similar product is to be used.
6. **Delivery & Pick-up:** Contractor shall provide weekly deliveries of uniforms, freshly processed, repaired, and finished in accordance with generally acceptable standards of the textile rental industry. Contractor shall replace merchandise worn out through normal wear and tear,
- a. Every person (except where noted) will have 11 uniforms assigned to them personally; 5 at the beginning of the cycle that are ready to wear, 1 in use and 5 back at the contractors for cleaning, repairing, etc.
  - b. The Districts require once a week pickup and delivery, every week, Monday through Friday during normal work hours. Pickup and delivery shall be between 7:00 AM and 2:00 PM.
  - c. Uniforms shall be in full compliance with the specifications contained in the contract. Harsh chemicals shall not be used in the laundering process that may have adverse effects on personnel or uniforms.
  - d. Uniforms that are not clean, neat, or do not have a good appearance as specified will be rejected and no charge made. The contractor shall mend, patch, and replace buttons as needed to maintain a good appearance at no charge to the District.

- e. Contractor may choose to use a bar coding system to Identify the State, District, and individual employee. All employees should be able to identify their own garments.
  - f. The Contractor shall be responsible for Identifying each garment, ensuring that It Is returned to the same user.
  - g. All uniforms shall be delivered to designated areas as coordinated with each Facility. Each employee uniform shall be hung Individually on hangers and bagged separately.
  - h. The Contractor shall supply Inventory count sheet of uniforms picked up and delivered each week before departure from premises.
  - i. In cases where delivery under this contract shall be necessarily delayed because of strike, injunction, government controls, or by reason of any other cause of circumstances beyond the control of the Contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance based on mutual agreement between the Contractor and the District.
  - j. The Contractor shall arrange to schedule delivery either the day before or the day after a holiday In order to maintain the once a week pickup and delivery schedule. Contractor shall notify the Districts on which day (before or after the holiday) they have chosen, at least one (1) week prior to the holiday.
  - k. Upon notification from the District, services for an employee leaving the District will not be billed for service after employee has left.
  - l. Districts shall be able to suspend deliveries for employees on long-term leave (>4 weeks). No charges shall be made for the uniforms of suspended employees.
  - m. Upon notification from the District, uniforms are to be supplied for new employees within two weeks.
7. **Loss and Ruin:** Uniforms supplied by the Contractor under this contract are the property of the Contractor. The State shall pay lot uniforms that are lost or damaged, except through normal wear and tear, and is not responsible for lost uniforms by the Contractor.
- a. Under no circumstance Is the Contractor authorized to order new uniforms or replace damaged uniforms without the approval of the District. If the Contractor orders or replaces uniforms without the approval of the District the Contractor will bear the full responsibility for all related costs.
  - b. Uniform piece being replaced for damage shall be presented to District for inspection before replacement and becomes the property of the District upon damage fee charge.
  - c. If Contractor discovers uniform losses by an employee the contractor shall notify the

employee and the District when a loss is discovered and will request status from the District within 5 business days. The District shall assist with the recovery.

- d. It Is the Contractor's responsibility to retrieve all ruined/damaged uniforms from District employees. The District shall assist with the retrieval. The District shall pay for merchandise damaged due to employee negligence.
  - e. The Contractor shall notify the District of lost, or missing uniforms, by the next business day, close of business.
  - f. Contractor shall contact employee on a weekly basis for follow-up on uniform loss or ruin. A weekly report shall be provided to the District and the employee on loss or ruin status.
  - g. If the Contractor delivers an Item to the wrong location and the garment is not recovered at its original location, the Contractor shall be responsible for its replacement.
8. **Damage & Repairs:** The cost of all normal repairs shall be included in monthly fee. The Contractor shall make all repairs in a good workmanship manner, to the satisfaction of the District.
- a. The District need not Identify the Items needing repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment label. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. **"No Charge" is to be made for corrective actions.**
  - b. If it is suspected that an employee of the District has damaged a uniform, the Contractor shall notify the District as soon as practical to address and correct the problem.
  - c. Repairs shall be made In accordance with the following Instructions:
    - Tears and rips may be repaired without cloth backing if completed closure can be made.
    - If fabric Is missing, a patch, which matches the garment in color, shall be used to replace missing' material and/or reinforcement material.
    - Broken zippers shall be repaired or replaced with equivalent quality.
    - Broken, bent, or missing buttons shall be replaced with equivalent quality.
    - Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

9. **Contract Termination:**

- a. The Contractor agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the District or another Contractor. To provide continuing

services, the Contractor shall provide full disclosure to the District and third party Contractor of the status and procedures for uniform services.

- b. The State authorizes a 90 calendar day contract lead-time transition period to allow sufficient time to coordinate services, assemble properly sized uniforms, make name changes, and attach reflective tape where required. On expiration or termination of a contract, the District(s) and contractor shall conduct a joint physical Inventory of all clean and soiled rental Items. A credit shall be Issued to the District for all returned clean rental Items. This inventory shall also be used to make final reconciliation of lost or damaged rental items. Final payments to the contractor shall all be withheld until all transactions or arrangements for inventory reconciliation and item removals have been completed to the satisfaction of the District.

10. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

11. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

12. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not

conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

13. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.

14. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

15. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Philip Breen  
Phone: 603/448-0011, Option #2  
Email: Philip\_breen@unifirst.com

f. **For the State:**

Name: State of Vermont, Mike Kennedy  
Address: 133 State Street, Montpelier, VT 05633-8000  
Phone: 802/249-5058  
Fax: 802/828-2222  
Email: Michael.n.kennedy@vermont.gov

16. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.



**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
  - a. Pricing is as follows:

**Provide and Clean:**

Type of Garment	# Sets Per Employee	Weekly Cleaning	Useful Life in Years	Unit Price Per Week	Total Cost Per Employee Per Week
a. Shirts (long or short sleeve)	11	5 uniforms	4	\$0.29	\$3.19
b. Trousers / Jean	11	5 uniforms	4	\$0.38	\$4.18
c. Trousers / Twill	11	5 uniforms	4	\$0.36	\$3.96
d. Shirts – Long sleeve button-up	11	5 uniforms	4	\$0.22	\$2.42
e. Shirts – Short sleeve button-up	11	5 uniforms	4	\$0.22	\$2.42
f. Shirts – polo	11	5 uniforms	4	\$0.29	\$3.19

5. Contractor shall submit invoice(s) to ordering agency.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State for the full amount of the contract /OR/ in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**