The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

HPR07'21 AM10:09 RCV

Item 14

April 1, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Unifirst Corporation (VC #177547-B001), Nashua, NH in the amount of $38,364.36 for uniform rental and cleaning services, effective as of July 1, 2021 through June 30, 2024, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified, and is contingent upon the availability and continued appropriation of funds.

	FY22	FY23	FY24
010-044-044-442010-1300-022-500257	$13,168.12	$12,028.12	$13,168.12

Dept. Environmental Services, Winnipesaukee River Basin, Rents and Leases Other than State

EXPLANATION

This is a contract to provide industrial uniforms, towels and floor mats including rental and cleaning for personnel at the Winnipesaukee River Basin Program (WRBP) wastewater treatment plant in Franklin and the maintenance shop in Laconia. The WRBP is the state owned wastewater treatment system operated by NHDES serving the ten Lakes Region communities. The working environment at the WRBP makes uniform rentals a necessity. The NHDES has provided uniforms for WRBP staff since November 1985. The scope of services is more fully described in Exhibit B.

A Request for Proposals (RFP) was prepared and sent to eight (8) firms known to provide this type of service. The RFP was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Responses to the RFP are as follows:

Firm Name	Quote for Uniform Rental & Cleaning Services
UniFirst Corporation, Nashua, NH	$38,364.36
Cintas, Chelmsford, MA	$46,798.44
G&K Services, Manchester, NH	No response
Ameripride Linen and Apparel Services, Worcester, MA	No response
Crown Linen, Nashua, NH	No response
E&R Uniform Rental, Manchester, NH	No response
General Linen Service Company, Manchester, NH	No response
McGills Uniforms Unlimited, Manchester, NH	No response

As a result of these responses, we wish to award the contract to Unifirst Corporation. This firm has supplied similar uniform services to these DES locations in the past, and there were no significant issues with the quality of services provided.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Unifirst Corporation		1.4 Contractor Address 8 Industrial Park Drive, Nashua, NH 03062	
1.5 Contractor Phone Number (603) 888-1323	1.6 Account Number 03-44-44-442010-1300-022-500257	1.7 Completion Date June 30, 2024	1.8 Price Limitation $38,364.36
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature Date: 3/19/21		1.12 Name and Title of Contractor Signatory Derek Stein General Manager	
1.13 State Agency Signature Date: 4-1-21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 4/5/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DCS
Date 3/19/21

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.

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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.

Contractor Initials _____

Date 5/19/23

EXHIBIT "A" SPECIAL PROVISIONS

There are no special provisions.

Initials: _____
Date: 8/29/25

EXHIBIT "B" SCOPE OF SERVICES

UNIFORM, JACKET, LAB COAT, TOWEL, MAT RENTALS AND CLEANING

Supply and deliver once per week to the locations shown below the following uniform shirts, uniform pants, jackets, lab coats, towels and entry mats.

A. Franklin Wastewater Treatment Plant, 528 River Street, Franklin, NH

Five (5) changes = Eleven (11) shirts for more or less twelve (12) employees
Five (5) changes = Eleven (11) pants for more or less twelve (12) employees
Three (3) changes = Seven (7) shirts for more or less one (1) employee
Three (3) changes = Seven (7) pants for more or less one (1) employee
One (1) Jacket change = Three (3) insulated Jackets with or without zip out liner for more or less twelve (12) employees
One (1) Lab Coat change = Three (3) lab coats for more or less two (2) employees
Two (2) Lab Coat changes = Five (5) lab coats for more or less two (2) employees
Three (3) Entry Mats 3'x10'
One (1) Entry Mat 3'x5'
One (1) Wet Area Mat 3 x5'
Beach Towels, 100% cotton, white, deluxe quality, 30"x 60", 15#/dozen minimum = 5 towels per week for ten (10) employees

B. Winnipesaukee River Basin Program, Maintenance Facility, 202 Water Street, Laconia, NH

Five (5) changes = Eleven (11) shirts for more or less nine (9) employees
Five (5) changes = Eleven (11) pants for more or less nine (9) employees
One (1) changes = Three (3) shirts for more or less seven (7) employee
One (1) changes = Three (3) pants for more or less seven (7) employee
One (1) changes = Three (3) flame retardant shirts for more or less seven (7) employees
One (1) changes = Three (3) flame retardant pants for more or less seven (7) employees
One (1) Jacket change = Three (3) Insulated Jackets with or without zip out liner for more or less twelve (12) employees
Four (4) Entry Mats 3'x5'
Beach Towels, 100% cotton, white, deluxe quality, 30"x 60", 15#/dozen minimum = 5 towels per week for ten (10) employees

Uniforms specified shall be issued new and made of 65% polyester fiber, 35% combed cotton construction or a suitable substitute for which approval has been given by the WRBP. Red Kap SP14 and PT20 industrial shirts and pants are indicative of type and quality desired, but not restricted thereto. All uniforms shall be capable of withstanding industrial laundry care for not less than one (1) year.

First names are to be stitched or heat-sealed above the left shirt, jacket, and lab coat pocket. The NHDES Logo to be stitched or heat-sealed above the right shirt, lab coat and jacket pocket. Both patches are to have red lettering on a white oval background with a red strip around the perimeter. The cost of the patches shall be included in the uniform cost. No additional charges shall be paid for this service.

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EXHIBIT "B" THE SERVICES
CONTINUED

Navy Blue Shirt: Shirts shall be minimum 5 oz., 65% polyester, 35% cotton permanent press poplin. Long tails, two (2) pocket button-through. Seven (7) button front, top closure can be snap on. Sleeve length (long/short) shall be determined by employee to equal the number issued per person.

Navy Blue: Flame Retardant Shirt: Shirts shall be minimum 5 oz., cotton/nylon blend permanent press twill. Long tails, two (2) pocket button-through. Seven (7) button front, top closure can be snap on. Sleeve length (long/short) shall be determined by employee to equal the number issued per person. Flame Retardant Shirts shall meet NFPA-70E Hazard Risk Categories 0, 1, and 2 as single layer garments.

Navy Blue Pants: Pants shall be a minimum of 7.5 oz., 65% polyester and 35% cotton permanent press twill, heavy duty brass zipper and bartacks at points of stress.

Navy Blue Flame Retardant Pants: Pants shall be a minimum of 7.5 oz., cotton/nylon blend permanent press twill, heavy duty brass zipper and bartacks at points of stress. Flame Retardant pants shall meet NFPA-70E Hazard Risk Categories 0, 1, and 2 as single layer garments.

Insulated Jacket: Color shall be navy, minimum 7.5 oz., 65% polyester and 35% cotton permanent press twill. Eisenhauer style or waist length, whichever is preferred by employee. Jacket is to have solid brass zipper, two (2) breast pockets, and button through flap. Each employee shall have the option for an insulated jacket with or without a zip out jacket liner - either option to be included in jacket cost on Exhibit C.

Jacket Liner (included in jacket cost): Zip-in type for jacket, 100% polyester quilted to 1/8" polyurethane foam.

Lab coats shall be of 80% polyester fiber, 20% combed cotton construction 5 ¼ oz. or a suitable substitute for which approval has been given.

Lab coats shall be white in color, have three front pockets, four to five button front closure and knee length or a suitable substitute for which approval has been given. Lab coats shall be long sleeved with knit cuffs.

Beach Towels shall be 100% cotton, white, deluxe quality, 30"x 60", 20#/dozen minimum or a suitable substitute for which approval has been given.

The name of any manufacturer, trade name, or catalog number mentioned in this request is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. Clothing, towels, and mats shall be of the same or better quality as those currently supplied. On all such proposals, the bidder shall specify the product he/she is proposing and shall supply sufficient data to enable comparison to be made with the particular brand or manufacturer specified. Failure to submit the

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above may be sufficient grounds for rejection of the proposal.

C. T-shirts & Sweatshirts

T-shirts and zip-up hoodie sweatshirts shall be heavyweight, 100% cotton and have the DES 3-color or 1-color logo (at the discretion of the WRBP and depending upon color of shirts) screen printed on the front left of shirt. The vendor shall match DES' official colors as closely as possible. Three (3) T-shirts and one (1) zip up hoodie sweatshirts for more or less 24 employees shall be provided in the early Spring of year one and three of the contract. The color of all of the purchased shirts and logo shall be determined by the WRBP and may be different in year one and in year three. All shirts will have the same color for all employees in a given year. Cleaning of the purchased shirts and sweatshirts is not included under the terms of the contract.

The WRBP reserves the right to cancel any unfilled portion of the contract, if in the opinion of the Winnipesaukee River Basin Program, the services or material supplied by the Contractor is unsatisfactory or not consistent with the terms of the specifications.

The WRBP shall not be held responsible for shortages or losses of materials provided under this contract, nor will the WRBP pay for, or be billed for, such losses. No extra charges including but not limited to, additions or deletions of employees, maintenance of uniforms or energy/fuel surcharges shall be added to the bid or contract. All such costs will be included in the base bid.

The WRBP reserves the right to increase or decrease the quantities supplied under the contract. The price per piece per change, whether above or below the quantities estimated in these specifications, shall constitute the sole basis of Contractor's compensation. Bid evaluations will be made on the basis of service, reliability and cost. The contract cost will be computed by projecting the quotations submitted over the contract period. If no quote is given for any specific item, the WRBP reserves the right to reject the bid.

Initially, all uniforms shall be new, first quality. If an incumbent is selected as the service provider, new uniforms for all staff shall still be required. As uniforms deteriorate, they shall be promptly repaired or replaced to the satisfaction of the WRBP. As uniforms are replaced due to wear and tear, a replacement (although not necessarily a new uniform but one that is serviceable and consistent with the condition of existing uniforms in service) shall be provided at no additional cost. Similarly, uniforms which become unpresentable due to significant staining, fraying, loss of name or logo patches, or become unusable because the size of uniform required by an employee changes will be replaced as provided in this paragraph at no cost to the Department.

Deliveries shall be inside the specified building(s) and accepted weekdays between the hours of 7:30 a.m. and 3:00 p.m.

Samples: If requested, samples of uniforms or t-shirts or sweatshirts to be provided under this contract shall be furnished prior to award. Samples furnished shall be at no cost to the WRBP and shall be returned

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Date 3/19/20

once a contract has been authorized.

Measurements: The Contractor shall be responsible for taking measurements of employees and/or otherwise determining the appropriate size garments and shall make arrangements in Franklin with Stanley Brown at (603) 934-4032 and in Laconia with Tim Pelletier at (603) 528-6746 for a mutually agreed upon time.

An individual count for each person is to be left at each office with each pickup/delivery.

The contract period will be from July 1, 2021 to June 30, 2024. Exhibit "C" Cost Proposal and Terms of Payment requests that quotations shall coincide with the state fiscal years (FY). FY22 covers the 12-month period from July 1, 2021 to June 30, 2022; FY23 represents the 12-month period from July 1, 2022 to June 30, 2023; FY24 represents the 12-month period from July 1, 2023 to June 30, 2024.

Information contained in the Request for Quotations dated February 12, 2021 is included herein by reference.

Initials
Date 5/19/21

EXHIBIT "C" COST PROPOSAL AND PAYMENT TERMS

Provide uniforms, towels, mats, lab coats and scheduled cleanings and the t-shirts and sweatshirts per Exhibit "B" Scope of Services. See example below and instructions for completing the form in Note (1).

	QTY	FY22 (12-mo)	FY23 (12-mo)	FY24 (12-mo)
EXAMPLE:				
Weekly pants cost/person/week (5 changes per week)	Each	2.00	2.10	2.20
	16	32.00	33.60	35.20
	Total per FY ($)	1664.00	1747.20	1830.40
Weekly pants cost/person/week (5 changes per week)	Each	3.08	3.08	3.08
	21	64.68	64.68	64.68
	Total per FY ($)	3,363.36	3,363.36	3,363.36
Weekly shirt cost/person/week (5 changes per week)	Each	2.53	2.53	2.53
	21	53.13	53.13	53.13
	Total per FY ($)	2,762.76	2,762.76	2,762.76
Weekly flame retardant pants cost/person/week (1 change per week)	Each	1.06	1.06	1.06
	7	7.42	7.42	7.42
	Total per FY ($)	385.84	385.84	385.84
Weekly flame retardant shirt cost/person/week (1 changes per week)	Each	0.96	0.96	0.96
	7	6.72	6.72	6.72
	Total per FY ($)	349.44	349.44	349.44
Weekly jacket cost/person/week (1 change per week)	Each	0.88	0.88	0.88
	24	21.12	21.12	21.12
	Total per FY ($)	1,098.24	1,098.24	1,098.24

QTY	FY22 (12-mo)	FY23 (12-mo)	FY24 (12-mo)

Initials: _____
Date: 3/19/24

EXHIBIT "C" COST PROPOSAL AND PAYMENT TERMS CONTINUED

	QTY		FY22 (12-mo)	FY23 (12-mo)	FY24 (12-mo)
Weekly lab coat cost/person/week (1 change per week)		Each	0.54	0.54	0.54
	2		1.08	1.08	1.08
	Total per FY ($)		56.16	56.16	56.16
Weekly lab coat cost/person/week (2 changes per week)		Each	1.08	1.08	1.08
	2		2.16	2.16	2.16
	Total per FY ($)		112.32	112.32	112.32
Weekly towel cost/week		Each	0.50	0.50	0.50
	100		50.00	50.00	50.00
	Total per FY ($)		2,600	2,600	2,600
Weekly mat cost/week		Each	2.50	2.50	2.50
	10		25.00	25.00	25.00
	Total per FY ($)		1,300.00	1,300.00	1,300.00
T-shirt cost (3 shirts/person in year 1 and 3 of contract):		Each person	18.00	N/A	18.00
	30		540.00	N/A	540.00
	Total per FY ($)		540.00	N/A	540.00
Sweatshirt cost (1 sweatshirt/person in year 1 and 3 of contract):		Each person	20.00	N/A	20.00
	30		600.00	N/A	600.00
	Total per FY ($)		600.00	N/A	600.00
	Grand Total per FY ($)		$13,168.12	$12,028.12	$13,168.12

Total Price Quotation (FY22 + FY23 + FY24) = $38,364.36

NOTES:

(1) The low bidder shall be selected based on the Total Price Quotation (FY22 + FY23 + FY24) calculated from the menu of above services. Bidders shall provide the cost/person/week or cost/week for each line item and the total cost per FY of providing the items in the years indicated.

Initials: SDA
Date: 5/19/22

EXHIBIT "C" COST PROPOSAL AND PAYMENT TERMS CONTINUED

For example, if the Weekly pants cost/person/week (5 changes per week) is $2.00 in FY22, the bidder would enter $2.00 on the first line, the $2.00 x the quantity (# of people) (QTY) 16 = $32.00 entered on the second FY22 blank for that line item. The Total per FY ($) for this line item is 52 weeks times the weekly cost or 52 x $32 = $1664.00. The Grand Total per FY ($) is calculated by adding all the line item Totals per FY ($) for each FY column. The Total Price Quotation (FY22 + FY23 + FY24) is the sum of the three Grand Total per FY ($) entries.

(2) Approval of this Agreement does not authorize expenditures in excess of the Price limitation of Item 1.8 of the Agreement.
(3) All quantities are subject to change.
(4) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work.

Unifirst Corporation
Company Name

Authorized to Bid

Initials: _____
Date: 3/14/24

CERTIFICATE OF VOTE OF

UNIFIRST CORPORATION

I, Steven S. Sintros, Chief Executive Officer of UniFirst Corporation, hereby certify that at a meeting of the Board of Directors of said Corporation, which meeting was duly called and held on October 26, 2015, and at which meeting a quorum was present and acting throughout, the following vote was duly adopted:

VOTED: That each of the Vice Presidents, General Managers and Branch Managers (together with the General Managers, the "Location Managers") of the Corporation be, and each acting singly hereby is, authorized, for and in the name of the Corporation, to (i) execute bids and customer contracts regarding the Corporation providing garment or other services in an amount in each instance involving weekly payments on account thereof to the Corporation of not in excess of $10,000 in the case of Vice Presidents and $5,000 in the case of Location Managers; that the forms of any resolutions hereafter required or requested by any governmental authority or other party to whom a bid is submitted or any financial institution or other party providing charge accounts be, and they hereby are, ratified, confirmed and approved; and, further, and in each instance such authorization shall include authorization with respect to the signing of any agreements, instruments or other documents in connection therewith; and, further, the taking of any such action or the execution and delivery of any such agreements, instruments or other documents by any of such officers in accordance herewith shall be conclusive evidence of his or her authority to so act hereunder and the authorization thereof.

I CERTIFY that Derek C. Stone is a General Manager of UniFirst Corporation.

I FURTHER CERTIFY that the foregoing vote is in full force and effect and has not been modified or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand under seal this nineteenth day of March 2021.

Steven S. Sintros
Chief Executive Officer

DCS
3/19/21

State of New Hampshire

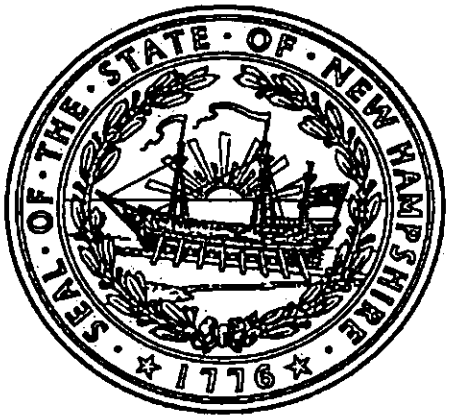
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNIFIRST CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 02, 1970. 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: **1988**

Certificate Number: **0005333344**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2021

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North Ameri	43575
INSURER C: ACE Fire Underwriters Insurance Company	20702
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

COVERAGES

CERTIFICATE NUMBER: W20372723 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			HDOG71444351	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH25312260	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC67459271 (AOS)	10/01/2020	10/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			WLRC67459313 (CA, MA)	10/01/2020	10/01/2021	EL Each Accident EL Disease-Pol Limit EL Disease - Each Emp	$1,000,000 $1,000,000 $1,000,000

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

Division/Location: 044

SEE ATTACHED

CERTIFICATE HOLDER

NHDES-WRBP
Attn: Sharon McMillin
P.O. Box 68
Franklin, NH 03235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

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