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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

41



July 5, 2024

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 \$31,845.48 for uniform rental and cleaning services, effective upon approval by the Governor and Council through June 30, 2027. 100% WRBP Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the state fiscal years through the Budget office, if needed and justified. Funding for FY2026-2027 is contingent upon continued appropriation and availability of funds.

	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>
010-044-044-442010-1300-022-500257	\$10,235.16	\$11,375.16	\$10,235.16
Dept. Environmental Services, Winnepesaukee 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 Winnepesaukee 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.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Quote for Uniform Rental & Cleaning Services</u>
UniFirst Corporation, Nashua, NH	\$31,854.48
Prudential Overall Supply	\$38,952.72
E&R Uniform Rental, Manchester, NH	Not In Service Area
Cintas, Chelmsford, MA	No response
Crown Linen, Nashua, NH	No response
McGills Uniforms Unlimited, Manchester, NH	No response
Ameripride Linen and Apparel Services, Worcester, MA	No response
General Linen Service Company, Manchester, NH	Unavailable
G&K Services, Manchester, NH	Unavailable

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

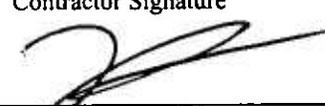
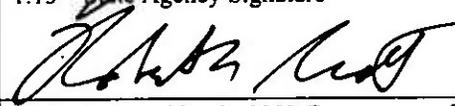
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Unit and Class 03-44-44-442010-1300-022-500257	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$31,845.48
1.9 Contracting Officer for State Agency Ray Gordon		1.10 State Agency Telephone Number 603-934-9936	
1.11 Contractor Signature  Date: 6/25/24		1.12 Name and Title of Contractor Signatory Peter Ferguson General Manager	
1.13 State Agency Signature  Date: 7/11/24		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: 7/16/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/25/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 

EXHIBIT "A"
SPECIAL PROVISIONS

There are no special provisions.

Initials: 
Date: 6/15/24

EXHIBIT "B" SCOPE OF SERVICES

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) pants for more or less twelve (12) employees.
- Five (5) changes = Eleven (11) shirts for more or less twelve (12) employees.
- Three (3) changes = Seven (7) pants for more or less one (1) employee.
- Three (3) changes = Seven (7) shirts for more or less one (1) employee.
- One (1) 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. Winnepesaukee River Basin Program, Maintenance Facility, 202 Water Street, Laconia, NH

- Five (5) changes = Eleven (11) pants for more or less nine (9) employees.
- Five (5) changes = Eleven (11) shirts for more or less nine (9) employees.
- One (1) change = Three (3) pants for more or less seven (7) employees.
- One (1) change = Three (3) shirts for more or less seven (7) employees.
- One (1) change = Three (3) flame retardant pants for more or less seven (7) employees.
- One (1) change = Three (3) flame retardant shirts 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.

EXHIBIT "B"
SCOPE OF SERVICES - CONTINUED

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 dark blue lettering on a white oval background with a dark blue 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.

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. Eisenhower 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.

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 hooded sweatshirt for more or less 24 employees shall be provided in the early Spring of even numbered years of the contract. The color of all of the purchased shirts and logo shall be determined by the WRBP and may differ in different years of the contract. Cleaning of the purchased T-shirts and sweatshirts is not included under the terms of the contract.

D. Other Provisions

Initially, all uniforms shall be new, first quality. 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

EXHIBIT "B"
SCOPE OF SERVICES - CONTINUED

uniforms in service) shall be provided at no additional cost. Similarly, uniforms which become unrepresentable due to significant staining, fraying, holes, loss of name or logo patches, or become unusable because the size of uniform required by an employee changes, or are lost will be replaced as provided in this paragraph at no cost to the WRBP.

Samples: If requested, samples of uniforms or t-shirts or sweatshirts or lab coats 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 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 with Ray Gordon at (603) 934-9936 for adda mutually agreed upon time.

Deliveries shall be inside the specified building(s) and accepted weekdays between the hours of 7:30 a.m. and 3:00 p.m. An individual count for each person is to be left at each office with each pickup/delivery. All costs shall be included in the per item costs shown on Exhibit C, including but not limited to logos, patches, fuel surcharges, replacements, and cleaning services. 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.

The Request for Proposal dated May 6, 2024 and any addenda or attachments thereto are included herein by reference.

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	FY25 (52 weeks)	FY26 (52 weeks)	FY27 (52 weeks)
EXAMPLE:				
Weekly pants cost/person/week (5 changes per week)				
	Each	<u>\$2.00</u>	<u>\$2.10</u>	<u>\$2.20</u>
	16	<u>\$32.00</u>	<u>\$33.60</u>	<u>\$35.20</u>
	Total per FY (\$)	<u>\$1664.00</u>	<u>\$1747.20</u>	<u>\$1830.40</u>
Weekly pants cost/person/week (5 changes per week)				
	Each	<u>2.57</u>	<u>2.57</u>	<u>2.57</u>
	21	<u>53.97</u>	<u>53.97</u>	<u>53.97</u>
	Total per FY (\$)	<u>2,806.44</u>	<u>2,806.44</u>	<u>2,806.44</u>
Weekly shirt cost/person/week (5 changes per week)				
	Each	<u>1.84</u>	<u>1.84</u>	<u>1.84</u>
	21	<u>38.64</u>	<u>38.64</u>	<u>38.64</u>
	Total per FY (\$)	<u>2,009.28</u>	<u>2,009.28</u>	<u>2,009.28</u>
Weekly pants cost/person/week (3 changes per week)				
	Each	<u>1.54</u>	<u>1.54</u>	<u>1.54</u>
	1	<u>1.54</u>	<u>1.54</u>	<u>1.54</u>
	Total per FY (\$)	<u>80.08</u>	<u>80.08</u>	<u>80.08</u>
Weekly shirt cost/person/week (3 changes per week)				
	Each	<u>1.10</u>	<u>1.10</u>	<u>1.10</u>
	1	<u>1.10</u>	<u>1.10</u>	<u>1.10</u>
	Total per FY (\$)	<u>57.20</u>	<u>57.20</u>	<u>57.20</u>
Weekly pants cost/person/week (1 changes per week)				
	Each	<u>0.26</u>	<u>0.26</u>	<u>0.26</u>
	7	<u>1.82</u>	<u>1.82</u>	<u>1.82</u>
	Total per FY (\$)	<u>94.64</u>	<u>94.64</u>	<u>94.64</u>

Initials: 
Date: 

EXHIBIT "C"
COST PROPOSAL AND PAYMENT TERMS - CONTINUED

	QTY	FY25 (52 weeks)	FY26 (52 weeks)	FY27 (52 weeks)
Weekly shirt cost/person/week (1 changes per week)				
	Each	<u>0.18</u>	<u>0.18</u>	<u>0.18</u>
	7	<u>1.26</u>	<u>1.26</u>	<u>1.26</u>
	Total per FY (\$)	<u>65.52</u>	<u>65.52</u>	<u>65.52</u>
Weekly flame-retardant pants cost/person/week (1 change per week)				
	Each	<u>1.06</u>	<u>1.06</u>	<u>1.06</u>
	7	<u>7.42</u>	<u>7.42</u>	<u>7.42</u>
	Total per FY (\$)	<u>385.84</u>	<u>385.84</u>	<u>385.84</u>
Weekly flame-retardant shirt cost/person/week (1 change per week)				
	Each	<u>0.96</u>	<u>0.96</u>	<u>0.96</u>
	7	<u>6.72</u>	<u>6.72</u>	<u>6.72</u>
	Total per FY (\$)	<u>349.44</u>	<u>349.44</u>	<u>349.44</u>
Weekly jacket cost/person/week (1 change per week)				
	Each	<u>0.88</u>	<u>0.88</u>	<u>0.88</u>
	24	<u>21.12</u>	<u>21.12</u>	<u>21.12</u>
	Total per FY (\$)	<u>1,098.24</u>	<u>1,098.24</u>	<u>1,098.24</u>
Weekly lab coat cost/person/week (1 change per week)				
	Each	<u>0.54</u>	<u>0.54</u>	<u>0.54</u>
	2	<u>1.08</u>	<u>1.08</u>	<u>1.08</u>
	Total per FY (\$)	<u>56.16</u>	<u>56.16</u>	<u>56.16</u>
Weekly lab coat cost/person/week (2 changes per week)				
	Each	<u>1.08</u>	<u>1.08</u>	<u>1.08</u>
	2	<u>2.16</u>	<u>2.16</u>	<u>2.16</u>
	Total per FY (\$)	<u>112.32</u>	<u>112.32</u>	<u>112.32</u>

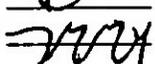
Initials: 
Date: 

EXHIBIT "C"
COST PROPOSAL AND PAYMENT TERMS - CONTINUED

	QTY	FY25 (52 weeks)	FY26 (52 weeks)	FY27 (52 weeks)
Weekly 3'X10' mat cost/week				
	Each	<u>2.75</u>	<u>2.75</u>	<u>2.75</u>
	3	<u>8.25</u>	<u>8.25</u>	<u>8.25</u>
	Total per FY (\$)	<u>429.00</u>	<u>429.00</u>	<u>429.00</u>
Weekly 3'X5' mat cost/week				
	Each	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
	5	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
	Total per FY (\$)	<u>520.00</u>	<u>520.00</u>	<u>520.00</u>
Weekly 3'X5' wet area mat cost/week				
	Each	<u>1.75</u>	<u>1.75</u>	<u>1.75</u>
	1	<u>1.75</u>	<u>1.75</u>	<u>1.75</u>
	Total per FY (\$)	<u>91.00</u>	<u>91.00</u>	<u>91.00</u>
Weekly towel cost/week				
	Each	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
	100	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
	Total per FY (\$)	<u>2,080.00</u>	<u>2,080.00</u>	<u>2,080.00</u>
T-shirt cost (3 shirts/person in even numbered years of contract):				
	Each	<u>N/A</u>	<u>18.00</u>	<u>N/A</u>
	30	<u>N/A</u>	<u>540.00</u>	<u>N/A</u>
	Total per FY (\$)	<u>N/A</u>	<u>540.00</u>	<u>N/A</u>
Sweatshirt cost (1 sweatshirt/person in even numbered years of contract):				
	Each	<u>N/A</u>	<u>20.00</u>	<u>N/A</u>
	30	<u>N/A</u>	<u>600.00</u>	<u>N/A</u>
	Total per FY (\$)	<u>N/A</u>	<u>600.00</u>	<u>N/A</u>
	Grand Total per FY (\$) of each item	<u>\$10,235.16</u>	<u>\$11,375.16</u>	<u>\$10,235.16</u>
	Contract Price Limitation (FY25 + FY26 + FY27) =	<u>\$31,845.48</u>		

Initials: 
Date: 

EXHIBIT "C"
COST PROPOSAL AND PAYMENT TERMS - CONTINUED

NOTES:

1. Basis of award and contract price limitation are based on cost/person/week or cost/week for each line item and the total cost per FY of providing the items in the years indicated for both WRBP locations.

For example, if the Weekly pants cost/person/week (5 changes per week) is \$2.00 in FY25, 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 FY25 blank for that line item.

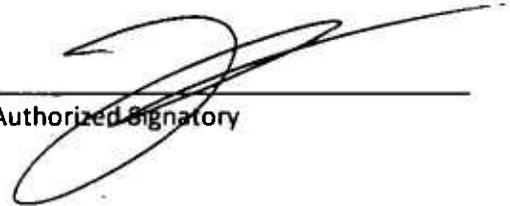
The Total per FY (\$) for this line item is 52 weeks times the weekly cost or 52 x \$32 = \$1664.00.

The Grand Total per FY (\$) is calculated by adding all the line item Totals per FY (\$) for each FY column.

The Contract Price Limitation (FY25 + FY26 + FY27) is the sum of the three Grand Total per FY (\$) entries.

2. No extra charges shall be added to the contract, including but not limited to, additions or deletions of employees, maintenance or replacement of uniforms, or energy/fuel surcharges.
3. All quantities are subject to change. The price per piece per change, whether above or below the quantities estimated, shall constitute the sole basis of Contractor's compensation.
4. Approval of this Agreement does not authorize expenditures in excess of the Contract Price Limitation.
5. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work.

Unifira Corporation
Company Name


Authorized Signatory

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0006704679



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE OF
UNIFIRST CORPORATION

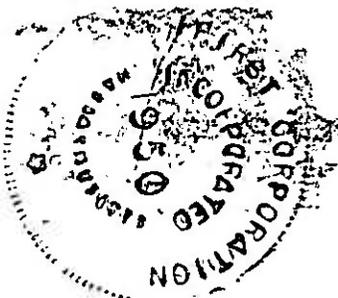
I, Steven S. Sintros, Chief Executive Officer of UniFirst Corporation, hereby certify that at a meeting of the Board of Directors of said Corporation, which meeting was duly called and held on January 11, 2022, and at which meeting a quorum was present and acting throughout, the following vote was duly 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 \$3,000 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 Peter Ferguson 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 fourth day of June, 2024.





Steven S. Sintros
Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED UniFirst Corporation and its Subsidiaries 66 Jonspin Road Wilmington, MA 01887	INSURER A: ACE American Insurance Company NAIC# 22667	
	INSURER B: Indemnity Insurance Company of North America 43575	
	INSURER C: ACE Fire Underwriters Insurance Company 20702	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W33874017 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		HDOG47359624	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Per Loc Aggregate \$2M						PERSONAL & ADV INJURY \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 20,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMPROP AGG \$ 4,000,000
OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ISAH10773544	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WLRC50739004 (AOS)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability			WUC50739181(OB)	10/01/2023	10/01/2024	EL Each Accident \$1,000,000
	Per Statute						EL Disease - Pol Limit \$1,000,000
							EL Disease - Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This voids and replaces previously issued certificate dated 09/29/2023 WITH ID: W30457355.

Division/Location: 044
SEE ATTACHED

CERTIFICATE HOLDER State of NH Department of Environmental Services	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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

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

State of NH Department of Environmental Services is included as an Additional Insured as respects to General Liability as required by written contract.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCFC50739065 (WI) EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease -Pol Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000