



**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



20 mac

*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Mechanical Services  
March 11, 2022

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment B with Unifirst Corporation, (VC#177547), Nashua NH, to increase the contract amount by \$4,000.00 from \$ \$37,867.80 to \$41,867.80 for renting uniforms for certain employees of the Bureau of Mechanical Services. Amendment B is effective upon Governor and Council approval through June 30, 2023. 91.6% Highway Funds, 3.8% Intra-Agency Transfers and 4.6% Agency Income.

Funding is as follows:

04-96-96-960515-3005	<u>FY 2022</u>
Mechanical Services	
020-500212 Clothing	\$4,000.00

**EXPLANATION**

The Department of Transportation has undertaken a safety program to protect its employees from the harmful effects of lead. The Mechanical Services employees that have the potential for lead exposure are located in the Concord facility and 7 satellite locations, fifty-Six (56) of the Bureau's employees. The uniforms will be in addition to the other engineered enhancements that the Department has undertaken to reduce the harm that lead presents. Included enhancements are lead fume extractor equipment, written safety procedures, and vacuum machines w/HEPA filters. At the end of each workday, employees leave their uniform at his/her place of work. This procedure is to prevent lead being taken home to the employee's family. This contract is for supplying (Fifty-Six) 56 employees with uniforms.

The additional funds requested are through the FY23 expiration. This amendment shall bridge a funding shortfall due to a fluctuation of employee vacancies within the bureau. All other provisions of the contract shall remain in effect.

The amendment has been approved by the Attorney General as to form and execution. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachments

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT AMENDMENT B  
UNIFIRST CORPORATION.**

**WHEREAS**, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Unifirst Corporation on June 24, 2020, G&C #50. (effective 7/01/2020) through June 30, 2023 and this agreement remains in effect.

**WHEREAS**, the price limitation in section 1.8 of the P-37 is \$37,867.80;

**WHEREAS**, exhibit C provides operations 3005 Highway Funds.

**WHEREAS**, the department of Transportation has available operations 3005 highway funds for state Fiscal year 2022.

The Vendor, Unifirst Corporation and NHDOT have agreed to amend certain provisions of the agreement;

**WHEREAS**, section 1.8 Price Limitation, of the Contract Agreement is \$37,867.80 NHDOT wishes to increase the contract price by \$4,000.00, increasing the total contract price to \$41,867.80.

**RESOLVED**, that the agreement be amended as follows:

Section 1.8, Price Limitation, of the Contract Agreement shall be amended to read \$41,867.80.

All other provisions of the agreement shall remain in effect.


Amended Exhibit C appears below.

**EXHIBIT C**

**BUDGET (REVISED)**

Funding	FY-2021	FY 2021 Amendment	FY-2022	FY 2022 Amendment	FY-2023	FY 2022 Amendment	Total
04-96-96-960515- 3005	\$9,622.60	\$3,000.00	12,622.60	\$4,000.00	9,622.60	\$3,000.00	\$41,867.80

Revised Contract Funds = \$41,867.80

Initial and Date All Pages:  
Vendor Initials 

Date: 2/9/22

Contract Amendment A. Unifirst Corporation  
Page 1 of 2

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

CONTRACT AMENDMENT B  
UNIFIRST CORPORATION.

Unifirst Corporation.

By: Derek Stone  
Title: General Manager  
Signature: [Signature]

Date: 2-4-22

Department of Transportation

By: David Rodrigue  
Title: Director of Operations  
Signature: [Signature]

Date: 3/10/22

Approved by the Attorney General (Form, Substance and Execution)

By: EMILY GOERING  
Title: Assistant AG  
Signature: Emily C. Goering

Date: 3/24/2022

Approved by NH Governor and Council

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

Initial and Date All Pages:  
Vendor Initials [Signature]

Date: 2-4-22

# 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: 0005659610



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of February A.D. 2022.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
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 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 fourth day of February, 2022.

  
\_\_\_\_\_  
Steven S. Sintros  
Chief Executive Officer



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/29/2021

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871065		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company 22667 <b>INSURER B:</b> Indemnity Insurance Company of North America 43575 <b>INSURER C:</b> ACE Fire Underwriters Insurance Company 20702 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W22316656

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		HDOG72495470	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (E& occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual	MED EXP (Any one person) \$ 5,000				
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OTHER					PRODUCTS - COMPIOP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		15AH25557653	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (E& 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 <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N No	WLRC67E2135A (AOS)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	EL EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	EL DISEASE - EA EMPLOYEE \$ 1,000,000				
		EL DISEASE - POLICY LIMIT \$ 1,000,000				
A	Workers Compensation and Employers Liability		WLRC67E21357 (CA, MA)	10/01/2021	10/01/2022	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)

Division/Location: 046

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

NH DOT - Bureau of Mechanical Service  
Attn: Michael Walsh  
3 Smokey Bear Boulevard  
Concord, NH 03302

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

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	
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

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
POLICY NUMBER: WCUC67821476 (ME, OH) EFF DATE: 10/01/2021 EXP DATE: 10/01/2022

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

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702  
POLICY NUMBER: SCFC67821439 (WI) EFF DATE: 10/01/2021 EXP DATE: 10/01/2022

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



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Grc #24  
date 3/24/21



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Mechanical Services  
February 1, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with Unifirst Corporation, (VC#177547), Nashua NH, to increase the contract amount by \$9,000.00 from \$28,867.80 to \$37,867.80 for providing uniforms to certain employees of the Bureau of Mechanical Services. This contract agreement would be effective upon Governor and Council approval through June 30, 2023, a period of three (3 calendar years). 94% Highway Funds and 6% Other Funds (Intra-Agency Transfers and Agency Income).

Funding is available in State Fiscal Year 2021 as follows, and is contingent upon the availability of funds in State Fiscal Year 2022 and State Fiscal Year 2023, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years, if needed and justified:

04-96-96-960515-3005	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Mechanical Services			
020-500212 Clothing	\$3,000.00	\$3,000.00	\$3,000.00

EXPLANATION

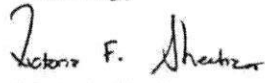
The Department of Transportation has undertaken a safety program to protect its employees from the harmful effects of lead. The Mechanical Services employees that have the potential for lead exposure are located in the Concord facility and 7 satellite locations, fifty-six (56) of the Bureau's employees. The uniforms will be in addition to the other engineered enhancements that the Department has undertaken to reduce the harm that lead presents. Included enhancements are lead fume extractor equipment, written safety procedures, and vacuum machine w/HEPA filters. After each day's work, the employee will leave the uniform at his/her place of work. This procedure is to prevent lead being taken home to the employee's family. This contract is for supplying (fifty-six) 56 employees with uniforms.

The additional funds requested are through State Fiscal Year 2023. The amendment shall bridge a funding shortfall due to cost calculation errors when building the original contract. All other provisions of the contract shall remain in effect.

The amendment has been approved by the Attorney General as to form and execution. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract amendment is respectfully requested.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

CONTRACT AMENDMENT A  
UNIFIRST CORPORATION.

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Unifirst Corporation on June 24, 2020, G&C #50. (effective 7/01/2020) through June 30, 2023 and this agreement remains in effect.

WHEREAS, the price limitation in section 1.8 of the P-37 is \$28,867.80;

WHEREAS, exhibit C provides operations 3005 Highway Funds.

WHEREAS, the department of Transportation has available operations 3005 highway funds for state Fiscal year 2021.

The Vendor, Unifirst Corporation and NHDOT have agreed to amend certain provisions of the agreement;

WHEREAS, section 1.8 Price Limitation, of the Contract Agreement is \$28,867.80 NHDOT wishes to increase the contract price by \$9,000.00, increasing the total contract price to \$37,867.80.

**RESOLVED**, that the agreement be amended as follows:

Section 1.8, Price Limitation, of the Contract Agreement shall be amended to read \$37,867.80.

All other provisions of the agreement shall remain in effect.

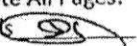
Amended Exhibit C appears below.

EXHIBIT C

BUDGET (REVISED)

Funding	FY-2021	FY 2021 Amendment	FY-2022	FY 2022 Amendment	FY-2023	FY 2022 Amendment	Total
04-96-96-960515- 3005	\$9,622.60	\$3,000.00	9,622.60	\$3,000.00	9,622.60	\$3,000.00	\$37,867.80

Revised Contract Funds = \$37,867.80

Initial and Date All Pages:  
Vendor Initial 

Date: 12/3/20

Contract Amendment A. Unifirst Corporation  
Page 1 of 2

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

CONTRACT AMENDMENT A  
UNIFIRST CORPORATION.

Unifirst Corporation.

By: Devch Stone  
Title: General Manager  
Signature: [Signature]

Date: 12/31/20

Department of Transportation

By: [Signature]  
Title: David Rodrigue  
Signature: Director of Operations

Date: 2/8/21

Approved by the Attorney General (Form, Substance and Execution)

By: Allison B. Greenstein  
Title: Assistant Attorney General  
Signature: Allison B. Greenstein

Date: 2/15/2021

Approved by NH Governor and Council

Date: MAR 24 2021

[Signature]  
**DEPUTY SECRETARY OF STATE**

Initial and Date All Pages:  
Vendor Initials DS

Date: 12/31/20

Contract Amendment A, Unifirst Corporation  
Page 2 of 2



CERTIFICATE OF VOTE OF  
UNIFIRST CORPORATION

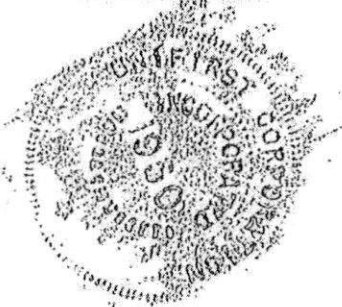
I, Steven S. Sintros, Chief Executive Officer of UniFirst Corporation, hereby certify that at a meeting of the Board of Directors of said Corporation, which meeting was duly called and held on October 26, 2015, and at which meeting a quorum was present and acting throughout, the following vote was duly 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 thirty first day of December 2020.



A handwritten signature in black ink, appearing to read "Steven S. Sintros".

---

Steven S. Sintros  
Chief Executive Officer



# State of New Hampshire

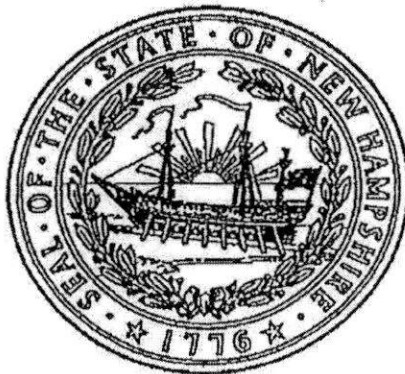
## Department of State

### 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: 0005064018



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of December A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/29/2020

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 OWNED BY THE CERTIFICATE HOLDER. 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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> Willis Towers Watson Certificate Center <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): 1-877-945-7378 <b>FAX</b> (A/C, No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@willis.com
<b>INSURED</b> UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company NAIC# 22667 <b>INSURER B:</b> Indemnity Insurance Company of North America 43575 <b>INSURER C:</b> ACE Fire Underwriters Insurance Company 20702 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: W18111720

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 SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC  OTHER: OMOBILE LIABILITY		HD0G71444351	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAN25312260	10/01/2020	10/01/2021	EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WLRC67459271 (AOS)	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute		WLRC67459313 (CA, MA)	10/01/2020	10/01/2021	EL Each Accident \$1,000,000 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)

Division/Location: 044

SEE ATTACHED

**CERTIFICATE HOLDER**NH DOT - Bureau of Mechanical Service  
Attn: Michael Walsh  
33 Smokey Bear Boulevard  
Concord, NH 03302**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

*Gulu M Powers*

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20141409

BATCH: 1831333

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

Allis Towers Watson Northeast, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	
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

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WCUC67459398 (ME, OH)

EFF DATE: 10/01/2020

EXP DATE: 10/01/2021

TYPE OF INSURANCE:  
Workers Compensation and  
Employers Liability  
Per Statute

LIMIT DESCRIPTION:  
EL Each Accident  
EL Disease - Pol Limit  
EL Disease - Each Emp

LIMIT AMOUNT:  
\$1,000,000  
\$1,000,000  
\$1,000,000

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCFC67459350 (WI)

EFF DATE: 10/01/2020

EXP DATE: 10/01/2021

TYPE OF INSURANCE:  
Workers Compensation and  
Employers Liability  
Per Statute

LIMIT DESCRIPTION:  
EL Each Accident  
EL Disease - Pol Limit  
EL Disease - Each Emp

LIMIT AMOUNT:  
\$1,000,000  
\$1,000,000  
\$1,000,000

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SAM



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Mechanical Services  
May 21, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Unifirst Corporation, (VC#177547), Nashua NH, on the basis of a low bid in the amount of \$28,867.80 for providing uniforms to certain employees of the Bureau of Mechanical Services. This contract agreement would be effective upon July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2023. 94% Highway Funds and 6% Other Funds.

Funding is available in State Fiscal Year 2021 as follows, and is anticipated to be available in Fiscal Year 2022 and Fiscal Year 2023, upon the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years, if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-960515-3005			
Mechanical Services			
020-500212 Clothing	\$9,622.60	\$9,622.60	\$9,622.60

The Department of Transportation has undertaken a safety program to protect its employees from the harmful effects of lead. The Mechanical Services employees that have the potential for lead exposure are located in the Concord facility and 6 satellite locations, Fifty-Six (56) of the Bureau's employees. The uniforms will be in addition to the other engineered enhancements that the Department has undertaken to reduce the harm that lead presents. Included enhancements are lead fume extractor equipment, written safety procedures, and vacuum machine w/HEPA filters. After each day's work, the employee will leave the uniform at his/her place of work. This procedure is to prevent lead being taken home to the employee's family. This contract is for supplying Fifty-Six (56) employees with uniforms.

Invitations for bids to supply uniforms for the Bureau of Mechanical Services, at Six (6) satellite locations and Five (5) repair shops, welding shop, truck shop, car shop, paint shop and machine shop in Concord. The Request for Bid (RFB) was placed on Administrative Services' bidding web site on April 7<sup>th</sup>, 2020. The bid closing date was April 21, 2020. Two (2) responses were received, Unifirst Corporation and Cintas Uniforms Inc. Unifirst was low compliant bid at \$28,867.80.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachment

FORM NUMBER P-37 (version 11/7/2019)

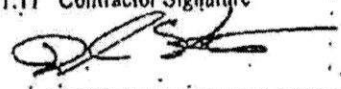
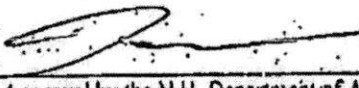
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH DOT- Bureau of Mechanical Services		1.2 State Agency Address 33 Smokeysear Blvd, Concord NH 033010	
1.3 Contractor Name Unifirst Corporation		1.4 Contractor Address 8 Industrial Park Drive, Nashua NH 03062	
1.5 Contractor Phone Number 1-800-553-9927	1.6 Account Number 04-96-960513-3005 Mechanical Services 020-500212 - Clothing	1.7 Completion Date June 30, 2023	1.8 Price Limitation 28,867.80
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date: 5/10/2020		1.12 Name and Title of Contractor Signatory Derek Stone - General Manager	
1.13 State Agency Signature  Date: 6/1/20		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
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: <u>Alvin B. Greenstein</u> On: <u>6/10/2020</u>			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ G&C Meeting Date: _____			



2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the 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 1.18, 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 1.14 ("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 provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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 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

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 paragraph 13. Notwithstanding the foregoing, nothing herein 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 9.2 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 renewal(s) of insurance required under this Agreement no more 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 injures 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.



EXHIBIT A:  
SPECIAL PROVISIONS

There are no special provisions for this contract.

Contractor's Initials: DS  
Date: 5/18/00

## EXHIBIT B - SCOPE OF SERVICES

### UNIFORMS GENERAL

Contractor to provide/ rental uniform garments for a per piece charge for up to Fifty - Seven (57) permanent employees on a weekly basis from the date of award through June 30, 2023. Uniform garment sets are to consist of eleven (11) long sleeve shirts and eleven (11) pair of pants or jeans (5-changes each week plus 1 making 11 uniform sets) for each user and are to provide weekly delivery to all eight (8) locations on the attached location map.

### DEFINITIONS

- STATE: - State of New Hampshire DOT - Bureau of Mechanical Services
- END USER: - State of New Hampshire DOT employee
- NOG: - Not Our Garment
- CONTRACTOR: - Uniform Rental Provider

### UNIFORM - SPECIFICATIONS:

Rental Shirts must be 100 % cotton, two buttons thru pockets, six (6) buttons with gripper at the neck, pencil slot in the left pocket, and stitched down front facing. Color shall be navy blue. Shirts shall be long sleeve

- Patch with the employee's name shall be affixed to the right hand shirtfront. An additional patch shall be affixed on the left hand shirtfront signifying "NH DOT". Thread for name and "NH DOT" shall be white. Photo sample attached.
- Pants must be 100 % cotton jean style or slack style front pockets, set in back pockets, brass zipper with button or hook closure. Pant leg length shall be of sufficient length to extend below the top of the work boot.
- All uniform items delivered shall be clean, in good condition (operational zippers, all buttons in place, bell loops attached). Uniform items shall be stored in a smoke free environment and delivered in a smoke free vehicle.
- Samples: The Department may require a viewing of sample uniforms prior to final award.
- Bidder shall create and leave a pickup / drop off schedule at each satellite repair facility on a monthly basis for the purpose of user communication. Schedule shall include day of week and approximate time of pick up / delivery as well as a contact person representing contractor for any communication needs, please complete below.

Name: Peter Ferguson Telephone: 1-800-553-9927 Email: Peter\_ferguson@unifirst.com

### UNIFORMS - CLEAN ONLY "NOG" SHIRT REQUIREMENTS:

The state has an employee that purchases and provides 100% blue cotton polo long sleeve pull over shirts for work. One sleeve of the shirt has been hemmed to a short sleeve distance for the employee. These shirts are shown on the Exhibit C - payment terms - CLEAN ONLY "NOG" (not our garment) SHIRTS. The awarded vendor shall provide a laundry bag each week so the employee can put these shirts in the bag to be cleaned and returned. The bag should keep the shirts separate from the general cleaning exchange program where they have been discarded in the past due to the sleeve adjustment.

### UNIFORM INITIAL FITTINGS / MEASUREMENTS:

Initial fitting of individual employees at State's convenience when shifts occur (generally, 7:00 am to 3:30 pm, Monday-Friday) at location repair facilities, see attached list.

### UNIFORM - NEW EMPLOYEES:

Contractor shall provide the initial measuring of uniforms for a new end user to the program within 7 business days of request from location contact to vendor representative. Initial delivery of uniforms for new employee shall not exceed seven (7) business days from initial measuring.

### UNIFORM - REQUEST FOR CHANGES OR REPLACEMENTS:

Request to change sizes or request replacement of a uniform item during term of contract shall be communicated to the end user and vendor representative and shall physically occur within seven (7) business days of request by the end user.

Contractors Initials: DCS

Date: 5/18/20

#### UNIFORM - SPECIAL SIZE AND DAMAGE CHARGES

There shall be no additional charge for special sizes or damaged charges within this bid or awarded contract.

#### FIRST TIME CONTRACTOR:

Could the contract be awarded to a company other than the existing contract provider. Initial measuring and fittings of new uniforms shall take place 3 weeks prior to the start of the new contract so the new uniforms will be onsite at the location repair facilities and available to the end users as of 7/1/2020 or start of contract, whichever is later.

#### UNIFORMS - REPAIRS / REPLACEMENT

End user may request repairs such as button missing, name patch replaced or re sewn or a broken zipper etc., per the contractor's repair process. These repairs may take up to 2 weeks to accomplish and return the garment to the end user. The contractor may elect to replace the garment as opposed to repairing it at their discretion. If replacement is chosen over repair, the 2-week window to return the new garment to the end user still applies.

#### UNIFORM - DELIVERY / PICK UP

Delivery / pick up shall occur on a weekly basis on a fixed schedule with the exception of observed holidays as stated below to which adjustment for pickup / delivery shall be allowed. Contractor shall provide a "soiled garment" locker container, labeled as such for the deposit of soiled inform items at the request of each Repair facility.

The following are state observed holidays and the pickup / drop off schedule shall be adjusted to reflect facility closure on these dates.

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

#### UNIFORM - DELIVERY / PICK UP - LAST POINT ACCOUNTABILITY

The end user shall turn in 5 sets of dirty shirts and pants each week once a week on pick up / drop off day. The garments and the counts shall be recorded by the contractor at time of pick up / drop off. The contractor shall return five (5) clean sets of shirts and pants 1 week later on pick up / drop off day.

If less than 5 sets are turned in by the end user to the contractor, that reduced count will be returned clean the following week. If the missing garment sets or an individual piece is not accounted for within a 2-week grace period from the initial turn in date, the vendor is allowed to bill for the unaccounted for item / set. If the unaccounted for garment / set is found and turned in over the next 2-week cycle, a credit will be applied to the account for the value of the garment / set billed.

#### UNIFORM - SEASONAL OR TEMPORARY SUSPENSION OF UNIFORMS.

Should the state end user be away from the work place for 2 weeks or more as designated by the state, the state is allowed to contact the contractor and return all rented garments issued to the end user back to the contractor until such time the end user returns to the work place. During this period, there will be no charges applied for this end user. During the "seasonal" or suspended period, the contractor will hold the end user's rental garments and return them when requested by the state to the work place.

#### UNIFORM - END OF CONTRACT - RETURNS & CHARGES

At the sunset of the contract period, all 11 sets of rental garments shall be turned in to the contractor and the garments shall be in wearable condition. The contractor shall contact Michael Walsh at 603-271-1667 to advise of any garments missing at the end of the contract so they can be looked for. Any rental garment piece that is not returned within 15 calendar days of the sunset of the contract shall be billed by the contractor.

Billable rate for uniform garments:

- > Long sleeve cotton shirt per specification - \$26.00 EA.
- > Cotton blue work pants per specification - \$32.00 EA.
- > Cotton work jeans per specification - \$28.00 EA.

Please reference Table 1 to identify the location, contact person and number of perspective participants within this solicitation / Contract.

Contractors Initials: DS

## Exhibit C – Payment Terms / Contract Payments

### RFB Price Offer Form

The Bidder agrees to provide / clean uniform shirts and pants to the State of New Hampshire at the prices stated below for the term of the contract and any extension. Unit cost offered shall not exceed 2 decimal places to the right and be written or typed in the boxes provided.

UNIT	QUANTITY	DESCRIPTION	UNIT COST / \$	TOTAL WEEKLY COST / \$	TOTAL ANNUAL COST / \$	TOTAL CONTRACT COST / \$ 3 YEARS
<b>OFFER SECTION A REPAIR FACILITY LOCATIONS #1 THROUGH #12</b>						
Each	280	Shirt	\$0.32	= \$89.60	\$4,659.20	\$13,977.60
Each	285	Pant	\$0.32	= \$91.20	\$4,742.40	\$14,227.20
				\$180.80	\$9,401.60	\$28,204.80
<b>CLEAN ONLY "NOG" SHIRT - LOCATION #5</b>						
Each	5	Shirt	\$0.85	= \$4.25	\$221.00	\$663.00
		<b>TOTAL SECTION A</b>		\$185.05	\$9,622.60	\$28,867.80
<b>TOTAL OF SECTION A PER WEEK</b>				\$185.05		
<b>TOTAL OF SECTION A PER CALENDAR YEAR</b>					\$9,622.60	
<b>GRAND TOTAL VALUE FOR CONTRACT TERM ( 3 YRS)</b>						\$28,867.80

### INVOICING & PAYMENTS

Invoices shall be emailed to [Bureau38@dot.state.nh.us](mailto:Bureau38@dot.state.nh.us)

Invoices shall be submitted once per calendar month on a statement format with all transaction activity for the previous calendar month clearly stated and identified including delivery locations. Payment will be made for the actual number of garments processed during the statement period.

Payment terms for this contract are net thirty (30) days from receipt of invoice.

New Hampshire Department of Transportation – Mechanical Services reserves the right to add or delete the number of employees, as needed, during the term of the contract.

The award of a contract will be made to the bidder offering the lowest overall cost including Rental of uniforms, cleaning, Transportation, any miscellaneous associated costs.

Contractors Initials: DS

date: 5/18/20

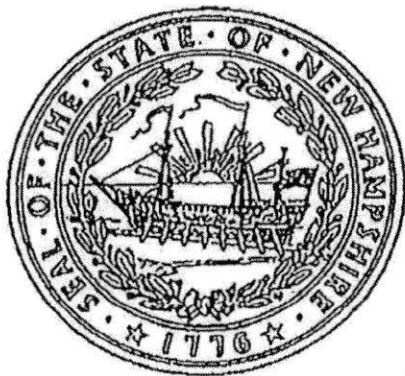
State of New Hampshire  
Department of State

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: 0004916799



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of May A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF VOTE OF  
UNIFIRST CORPORATION

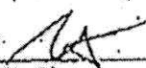
I, Steven S. Sintros, Chief Executive Officer of UniFirst Corporation, hereby certify that at a meeting of the Board of Directors of said Corporation, which meeting was duly called and held on October 26, 2015, and at which meeting a quorum was present and acting throughout, the following vote was duly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

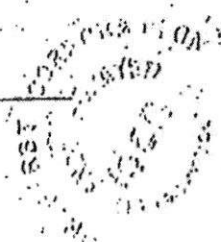
VOTED: That each of the Vice Presidents, General Managers and Branch Managers (together with the General Managers, the "Location Managers") of the Corporation be, and each acting singly hereby is, authorized, for and in the name of the Corporation, to (i) execute bids and customer contracts regarding 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 eighteenth day of May 2020.

  
Steven S. Sintros  
Chief Executive Officer





## CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
10/01/2019

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.

RYANT: 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 of Massachusetts, Inc.  
c/o 26 Century Blvd  
P.O. Box 303121  
Nashville, TN 37205191 USA

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

INSURED  
Unifirst Corporation and its subsidiaries  
68 Jonapin Road  
Wilmington, MA 018871084 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43375
INSURER C: ACE Fire Underwriters Insurance Company	20702
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: W13212280

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED - <input type="checkbox"/> SCHEDULED AUTOS AUTOS ONLY <input type="checkbox"/> NON-OWNED HIRED <input type="checkbox"/> AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$		HD007145048A	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO IDENTIFY PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N H/O	WLC65809092	10/01/2019	10/01/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute		WLC65809055 (AZ, CA)	10/01/2019	10/01/2020	EL Each Accident \$1,000,000 EL Disease - Limits \$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)

Division/Location: 044

SEE ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

NH DOT - Bureau of Mechanical Service  
Michael Walsh  
Key Bear Boulevard  
Concord, NH 03302

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

*Julia M Powers*

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ACORD 26 (2018/03)

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EX ID: 10615072

BATCH: 1392379

**BID RFB\_DOT\_2020\_08 UNIFORM RENTAL SERVICES**

TIME 10:00 AM

VENDOR	UNIT	QUANTITY	DESCRIPTION	UNIT COST / \$		TOTAL WEEKLY COST / \$	TOTAL ANNUAL COST / \$	TOTAL CONTRACT COST/\$ 3 YEARS
<b>OFFER SECTION A REPAIR FACILITY LOCATIONS #1 THROUGH #12</b>								
Unifirst Corp.	Each	280	Shirt	\$0.32	=	\$89.60	\$4,659.20	\$13,977.60
Unifirst Corp.	Each	285	Pant	\$0.32	=	\$91.20	\$4,742.40	\$14,227.20
OFFERED COST FOR CLEANING AND TRANSPORTING ONLY STATE SUPPLIED" NOG" POLO SHIRT								
Unifirst Corp.	Each	5	Shirt	\$0.85	=	\$4.25	\$221.00	\$663.00
<b>UNIFIRST GRAND TOTAL SECTION A</b>						<b>\$185.05</b>	<b>\$9,622.60</b>	<b>\$28,867.80</b>
Cintas Corp withdrew bid due to mathamatical errors								
<b>AWARD BY SECTION MADE TO THIS BIDDER</b>								