

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

July 5, 2018

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

JUL27'18 PM12:42 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **RETROACTIVELY** enter into an agreement with UniFirst Corporation (VC #177547-B001), Nashua, New Hampshire in the amount of \$25,748.44 for uniform, towel and mat rental and cleaning services for the WRBP, effective from July 1, 2018 through June 30, 2021, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for FY20-FY22 is contingent upon appropriation and availability of funds.

 FY19
 FY20
 FY21

 010-044-044-442010-1300-022-500257
 \$8,330.40
 \$8,580.30
 \$8,837.74

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

EXPLANATION

This request is **RETROACTIVE** since the necessary contract paperwork was not received from the vendor in time for approvals to be completed prior to July 1, 2018. This is a contract to provide for industrial uniforms, towels and floor mats including rental and cleaning for personnel at the Winnipesaukee River Basin Program (WRBP) wastewater treatment plant in Franklin and the maintenance shop in Laconia. The working environment at the two locations makes uniform rentals a necessity. The Department of Environmental Services has provided uniforms for WRBP staff since November 1985.

A Request for Quotations (RFQ) for this service was prepared and sent to eight (8) firms which are known to provide this type of service. The RFQ was also advertised in a local newspaper, The Citizen of Laconia, and posted on the NH Department of Administrative Services Purchase and Property website. Two firms responded to the RFQ. Responses to this request were as follows:

CompanyQuotationUniFirst Corporation, Nashua, NH\$20,111.00Cintas, Chelmsford, MA\$29,310.20G&K Services, Manchester, NHNo response

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2

Company	Quotation
Ameripride Linen and Apparel Services, Worcester, MA	 No response
Crown Linen, Nashua, NH	No response
E&R Uniform Rental, Manchester, NH	No response
General Linen Service Company, Manchester, NH	No response
McGills Uniforms Unlimited, Manchester, NH	No response

Based on the results of the bids, 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 respectively request your approval of this contract.

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		1.2 State Agency Address		
Department of Environmental Se	ervices	29 Hazen Drive, Concord, NH 03302		
1.3 Contractor Name		1.4 Contractor Address		
UniFirst Corporation		8 Industrial Prk Drive		
		Nashua, NH 03062		
			- 1	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number				
603-888-1323	010-044-044-442010-	June 30, 2021	\$25,748.44	
	1300-022-500257			
1.9 Contracting Officer for Star	e Agency	1.10 State Agency Telephor	ne Number	
Sharon A. McMillin		603-934-4032		
1	<u></u>			
1.11 Contractor Signature		1.12 Name and Title of Co	ntractor Signatory	
Musatellit		1 T 11/07	aves, General Managh	
		640COYU - M44	aves believed warryly	
1 1000000	•	77.7	, -	
1.13 Acknowledgement State	of Massachusetts County of	Middlesex	•	
On June 11,2018, befor	e the undersigned officer, perso	onally appeared the person identifi	ied in block 1.12, or satisfactorily	
1 The state of the state of				
proven to be the person whose n	ame is signed in block 1.11, an	id acknowledged that s/he execute	d this document in the capacity	
indicated in block 1.12.	ame is signed in block 1.11, an		d this document in the capacity	
indicated in block-1.12.		KELLY J. FOLTA	d this document in the capacity	
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2. EMPLOYMENT OF CONTRACTOR/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 A 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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Contractor Initials Date 6////

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

9. 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Page 3 of 4

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; 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.

Contractor Initials /////
Date /////

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.
- 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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

- 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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials AMA

EXHIBIT "A" THE SERVICES

UNIFORM, JACKET, LAB COAT, TOWEL, MAT RENTALS AND CLEANING AND T-SHIRTS

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

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

Five (5) changes = Eleven (11) shirts for more or less eleven (11) employees

Five (5) changes = Eleven (11) pants for more or less eleven (11) employees

Three (3) changes = Seven (7) shirts for more or less one (1) employee

Three (3) changes = Seven (7) pants for more or less one (1) employee

One (1) Jacket change = Three (3) insulated Jackets with or without zip out liner for more or less eleven (11) 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'

Beach Towels, 100% cotton, white, deluxe quality, 30"x60", 20#/dozen minimum = 10 changes per week

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

Five (5) changes = Eleven (11) shirts for more or less seven (7) employees

Five (5) changes = Eleven (11) pants for more or less seven (7) employees

Three (3) changes = Seven (7) shirts for more or less one (2) employee

Three (3) changes = Seven (7) pants for more or less one (2) employee

Five (5) changes = Eleven (11) flame retardant shirts for more or less three (3) employees

Five (5) changes = Eleven (11) flame retardant pants for more or less three (3) employees

One (1) Jacket change = Three (3) Insulated Jackets with or without zip out liner for more or less twelve (12) employees

Beach Towels, 100% cotton, white, deluxe quality, 30"x60", 20#/dozen minimum = 50 changes per week

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

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

Postman 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.

Postman 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-

Contractor Initials

EXHIBIT "A" THE SERVICES CONTINUED

70E Hazard Risk Categories 0, 1, and 2 as single layer garments.

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

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

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

Jacket Liner: 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"x60", 20#/dozen minimum or a suitable substitute for which approval has been given.

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

C. T-shirts

T-shirts 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 T-shirt) screen printed on the front left of shirt. The vendor shall match DES' official colors as closely as possible. Three T-shirts for more or less 24 employees shall be provided in the early Spring of year one and three of the contract. The color of all of the T-shirts and logo shall be determined by the WRBP and may be different in year one and in year three. All T-shirts will have the same color for all employees in a given year. Cleaning of the T-shirts is not included under the terms of the contract.

Contractor Initials Date 3/.5/18

EXHIBIT "A" THE SERVICES CONTINUED

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

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

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

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

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

Samples: If requested, samples of uniforms or T-shirts to be provided under this contract shall be furnished prior to award. Samples furnished shall be at no cost to the Department 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 in Franklin with Amanda Bridge at (603) 934-2809 and in Laconia with Craig Shippee at (603) 528-6746 for a mutually agreed upon time.

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

The contract period will be from July 1, 2018 to June 30, 2021. Exhibit "B" Cost Proposal and Terms of Payment requests that quotations coincide with the state budget fiscal years (FY). FY19 covers the 12-month period from July 1, 2018 to June 30, 2019; FY20 represents the 12-month period from July 1, 2019 to June 30, 2020; FY21 represents the 12-month period from July 1, 2020 to June 30, 2021.

Information contained in the Request for Quotations dated February 20, 2018 is included herein by reference.

Contractor Initials 4/15/18

EXHIBIT "B" COST PROPOSAL AND TERMS OF PAYMENT

Provide uniforms, towels, mats, lab coats and scheduled cleanings and the Tee shirts as outlined in Exhibit "A" The Services. See example below and instructions for completing the form in Note (1).

·	QTY	FY19 (12-mo)	FY20 (12-mo)	FY21 (12-mo)
EXAMPLE: Weekly pants cost/person/week (5 changes per week)	Each 16 Total per FY (\$	2.00 32.00	2.10 33.60 1747.20	2.20 35.20
Weekly pants cost/person/week(5 changes per week)	Each 18 Total per FY (\$)	2.20 39.60 2059.20	<u>d 266</u> 40.788 2120,98	2.334 42.012 2184.61
Weekly shirt cost/person/week (5 changes per week)	Each 18 Total per FY (\$)	1, 65 29,70 1 <u>544,4</u> 0	1.6995 30.591 1590.73	<u>1.75</u> 31.509 1638,45
Weekly pants cost/person/week (3 changes per week)	Each 3 Total per FY (\$)	1.40 4.20 218.40	1.442 4,326 224.95	1.485 4.456 231.70
Weekly shirt cost/person/week (3 changes per week)	Each 3 Total per FY (\$)		<u> .0815</u> 3 <u>.2445</u> [68.7]	<u>1./14</u> 3.342 173.78
Weekly flame retardant pants cost/person/week (5 cha	nges per week) Each <u>/</u> 3 <u>Total per FY (\$)</u>	129 4. 12.87 669.24	4187 4 13.254 687.32	1.551 13.654 710.00
Weekly flame retardant shirt cost/person/week (5 chan	ges per week) Each <u>3</u> 3 Total per FY (\$. 96 4. 1 <u>1.88</u> 1617.76		1,201 12.603 655.38
Weekly jacket cost/person/week (1 change per week)	Each 23 <u>Total per FY (\$)</u>	18,40	0.824 18.952 985.50	<u>0.849</u> 1 <u>9.52</u> 1 1 <u>015.</u> 07
Weekly lab coat cost/person/week (1 change per week)	Each 2 Total per FY (\$)	0.90	0.4635 0.927 48.20	0.4174 0.955 49.66

Exhibit B Page 1 of 2

Contractor Initials: 4/1/5/18

EXHIBIT "B" COST PROPOSAL AND TERMS OF PAYMENT CONTINUED

Weekly lab coat cost/person/week (2 changes per week	QTY FY19 FY20 FY21 (12-mo) (12-mo) (12-mo) Each $0.75 = 0.7725 = 0.7957$ 2 $1.50 = 1.545 = 1.591$ Total per FY (\$) $18.00 = 80.34 = 12.75$
Weekly towel cost/week Weekly mat cost/week	Each 0.40 0.412 0.424
T-shirt cost (3 shirts/person in year 1 and 3 of contract)	Total per FY (\$) 728,000 749.84 712.34 Each person 24 N/A N/A N/A Total per FY (\$) N/A N/A

Grand Total per FY (\$) 8330.40 8580.30 8837.74

Total Price Quotation (FY19 + FY20 + FY21) = \$ 25, 748, 44

NOTES:

(1) The low bidder shall be selected based on the <u>Total Price Quotation (FY19 + FY20 + FY21)</u> calculated from the menu of above services. Bidders shall provide the cost/person/week or cost/week for each line item and the total cost per FY of providing the items and Tee shirts in the years indicated.

For example, if the Weekly pants cost/person/week (5 changes per week) is \$2.00 in FY19, the bidder would enter \$2.00 on the first line, the \$2.00 x the quantity (QTY) 16 = \$32.00 entered on the second FY19 blank for that line item. The $\underline{\text{Total per FY (\$)}}$ for this line item is 52 weeks times the weekly cost or $52 \times $32 = 1664.00 . The $\underline{\text{Grand Total per FY (\$)}}$ is calculated by adding all the line item $\underline{\text{Totals per FY (\$)}}$ for each FY column. The $\underline{\text{Total Price Quotation (FY19 + FY20 + FY21)}}$ is the sum of the three $\underline{\text{Grand Total per FY (\$)}}$ entries.

- (2) Approval of this Agreement does not authorize expenditures in excess of the Price limitation of item 1.8 of the Agreement.
- (3) All quantities are subject to change.

(4) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work.

Unifirst Corporation

Signatory anthorized to Bid

Exhibit B Page 2 of 2

Contractor Initials: 4M,
Date: 3//5//8

EXHIBIT "C" SPECIAL PROVISIONS

There are no special provisions.

Contractor Initials:

Date:

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 Greg Mazares 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 eleventh day of June 2018.

NOTARY:

Steven S. Sintros
Chief Executive Officer

Signed and sealed this 11th day of June, 2018.

Kelly-I. Folta; Notary Public My commission expires December 3, 2021 KELLY J. FOLTA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 3, 2021

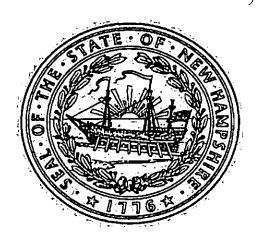
State of New Hampshire Department of State

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: 0004107141



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of June A.D. 2018.

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2018

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.

If SU	BROGATION IS WAIVED, subject ertificate does not confer rights t	to th	e te	rms and conditions of th	ne polic	y, certain p	olicies may				
PRODUCI					CONTAC NAME:		<u> </u>				
Willis of Massachusetts, Inc.							FAX	: 1-888-467-2378			
c/o 26 Century Blvd P.O. Box 305191					E-MAIL	e certifi	cates@will:	s com	(A/C, NO): -		
	OX 305191 lle, TN 372305191 USA			•	AUURES				····		NAIC#
100 J. 17 J.			INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company				+	22667			
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NH Dev	eartment of Environmental Ser	vice:	a - MP	nap	AUTHOR	IZED REPRESE	NTATIVE				
PO Box			TIE		Mr. m. Pars 10						
	in, NH 03235	gula Mouris									

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Franklin, NH 03235

AGENCY CUSTOMER ID:	
1.00 #-	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.	NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	
OLICY NUMBER		
See Page 1		
CARRIER NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1
ADDITIONAL REMARKS	·	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,	

FORM TITLE: Certificate of Liability Insurance

NH Department of Environmental Services-WRBP PO Box 68 Franklin, NH 03235 is an Additional Insured for General Liability as their interest may appear as required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

POLICY NUMBER: NCUC64619354 (MA, ME, OH) EFF DATE: 10/01/2017 EXP DATE: 10/01/2018

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Workers Compensation and

EL Each Accident

\$1,000,000

Employers Liability

EL Disease - Limits

\$1,000,000 \$1,000,000

Per Statute

EL Disease - Each Emp

INSURER AFFORDING COVERAGE: Agri General Insurance Company

POLICY NUMBER: WLRC64619330 (TN) EFF DATE: 10/01/2017

EXP DATE: 10/01/2018

TYPE OF INSURANCE:

Workers Compensation and

Employers Liability

Per Statute

LIMIT DESCRIPTION:

EL Each Accident

EL Disease - Limits

EL Disease - Each Emp

LIMIT AMOUNT: \$1,000,000

\$1,000,000 \$1,000,000

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

POLICY NUMBER: SCFC64619342 (WI) EFF DATE: 10/01/2017 EXP DATE: 10/01/2018

NAIC#: 20702

NAIC#: 22667

NAIC#: 42757

TYPE OF INSURANCE:

Workers Compensation and

Employers Liability

Per Statute

LIMIT DESCRIPTION:

EL Each Accident

BL Disease - Limits

EL Disease - Each Emp

LIMIT AMOUNT: \$1,000,000

\$1,000,000 \$1,000,000



DATE (MM/DD/YYYY)

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE 04/20/2018 THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST

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PRODUCER NAME, CONTACT PERSON AND ADDRESS (A/C, No. Ext): 1-877-945-7378				COMPANY NAME AND ADDRESS	NAIC NO: 16535		
Willis of Massachusetts, Inc.				Zurich American Insurance Company			
c/o 26 Century Blvd				1400 American Lane			
P.O. Box 305191				Schaumburg, IL 601961056			
Nashville, TN 372305191 USA							
FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.c	:om	IF MULTIPLE COMPANIES, COMPLETE SE	PARATE FORM FOR EACH				
CODE: SUB CODE:				POLICY TYPE			
AGENCY CUSTOMER ID #:				Commercial Property			
NAMED INSURED AND ADDRESS Unifirst Corporation and its Subsidiaries				LOAN NUMBER P	POLICY NUMBER		
68 Jonepin Road					PPR9155457-04		
Wilmington, MA 018871086				EFFECTIVE DATE EXPIRATION DATE			
				04/01/2018 04/01/2019	TERMINATED IF CHECKED		
ADDITIONAL NAMED INSURED(S)				THIS REPLACES PRIOR EVIDENCE DATED:			
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LOCATION / DESCRIPTION	IIIQI	6.0	Dace	is required) La BOILDING OR LI BUSIN	ESS PERSONAL PROPERTY		
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ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR (OTHI	ER C	OCL	IMENT WITH RESPECT TO WHICH THIS EVIDENCE	OF PROPERTY INSURANCE MAY		
BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY	POLI	ICIE:	5 DE	SCRIBED HEREIN IS SUBJECT TO ALL THE TERMS	S, EXCLUSIONS AND CONDITIONS		
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COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		_	, —	· · · · · · · · · · · · · · · · · · ·	DED: 100,000		
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BUSINESS INCOME RENTAL VALUE	Х	<u> </u>		If YES, LIMIT: Act	ual Loss Sustained; # of months:		
BLANKET COVERAGE	×	L		If YES, indicate value(s) reported on property identified	d above: \$		
TERRORISM COVERAGE	×			Attach Disclosure Notice / DEC			
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	×						
IS DOMESTIC TERRORISM EXCLUDED?	×						
LIMITED FUNGUS COVERAGE	×			If YES, LIMIT: 1,000,000	DED: 100,000		
FUNGUS EXCLUSION (If "YES", specify organization's form used)		×		· · · · · · · · · · · · · · · · · · ·			
REPLACEMENT COST	×	一					
AGREED VALUE	X			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
COINSURANCE		×		If YES, %			
EQUIPMENT BREAKDOWN (If Applicable)	×	 ^	Н	If YES, LIMIT: 100,000,000	DED 100 000		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	 	├	\vdash	 _	DED: 100,000		
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- Demolition Costs	×	<u> </u>		If YES, LIMIT: 25,000,000	DED: 100,000		
- Incr. Cost of Construction	×	<u> </u>		If YES, LIMIT: 25,000,000	DED: 100,000		
EARTH MOVEMENT (If Applicable)	×			If YES, LIMIT: 20,000,000	DED: 100,000		
FLOOD (If Applicable)	×			If YES, LIMIT: 50,000,000	DED: 100,000		
WIND / HAIL INCL X YES NO Subject to Different Provisions:	×			If YES, LIMIT: Included	DED: 100,000		
NAMED STORM INCL X YES NO Subject to Different Provisions:	×			If YES, LIMIT: Included	DED: 100,000		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	×						
CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES E	JE (CAN	CEL	LED BEFORE THE EXPIRATION DATE TO	HEREOF, NOTICE WILL BE		
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ADDITIONAL INTEREST					-		
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NH Department of Environmental Services-WRBP PO Box 68							
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NH Department of Environmental Services-WRBP				AUTHORIZED REPRESENTATIVE	
PO	Box 68			A . TO 0	
Fr	anklin. NH 03235			gulu MPowers-	

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AGENCY CUSTOMER ID:	
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED UniFirst Corporation and its Subsidiaries		
Willis of Massachusetts, Inc.		68 Jonspin Road .		
POLICY NUMBER		Wilmington, MA 018871096		
See Page 1				
CARRIER	NAIC CODE			
	See Page 1	EFFECTIVE DATE: See Page 1		
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC				
FORM NUMBER: 28 FORM TITLE: Evidence of Con	mmercial Pr	operty		
Separate limits and deductibles apply for Catastr	ophe expos	ed locations.		
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