

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting
New Hampshire's Environment*

November 28, 2012

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with G&K Services, Inc. (VC #154079), Manchester, New Hampshire in the amount of \$26,712.48 for uniform, towel and mat rental and cleaning services, effective upon approval of Governor and Executive Council through December 31, 2015. 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 FY2014, FY2015, and FY2016 is contingent upon appropriation and availability of funds.

| | <u>FY 13</u> | <u>FY 14</u> | <u>FY 15</u> | <u>FY 16</u> |
|---|--------------|--------------|--------------|--------------|
| 010-044-044-442010-1300-022-500257 | \$4,657.73 | \$8,464.30 | \$9,202.43 | \$4,388.02 |
| Dept Environmental Services, Winnepesaukee River Basin, Rents & Leases Other than State | | | | |

EXPLANATION

This is a contract to provide for industrial uniforms, towels and floor mats including rental and cleaning for personnel at the Winnepesaukee River Basin Program (WRBP) wastewater treatment plant in Franklin and the maintenance shop in Laconia. The working environment at the two locations makes uniform rentals a necessity. The Department of Environmental Services has provided uniforms since November 1985.

A Request for Quotations (RFQ) for this service was prepared and sent to nine (9) firms which provide this type of service, and advertise on the internet or in the yellow pages of the telephone book. 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. Three firms responded to the RFQ, including one additional firm (Tiffany Brown, LLC) which responded based upon the website posting.

Response to this request was as follows:

| <u>Company</u> | <u>Quotation</u> |
|--|------------------|
| G&K Services (formerly Alltex), Manchester, NH | \$26,712.48 |
| Unifirst Corporation, Nashua, NH | \$35,628.58 |
| Tiffany Brown, LLC, Atlanta, GA | \$166,575.24 |
| Ameripride Linen and Apparel Services, Worcester, MA | No response |
| Cintas, Chelmsford, MA | No response |
| Crown Linen, Nashua, NH | No response |
| E&R Uniform Rental, Manchester, NH | No response |

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2

| | |
|---|-------------|
| General Linen Service Company, Manchester, NH | No response |
| Lakes Region Linen, Laconia, NH | No response |
| McGills Uniforms Unlimited, Manchester, NH | No response |

Based on the results of the bids, we wish to award the contract to G&K Services. It should be noted that this firm has supplied similar uniform services to these DES locations since 2009, and there have been no issues with the quality of services provided.

All of the WRBP's operating expenses are paid by the users of the wastewater treatment and collection system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval of this contract.


Thomas S. Burack, Commissioner

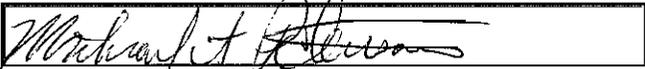
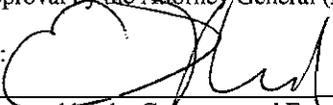
Subject: Uniform Rental Services **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|--|--|
| 1.1 State Agency Name <u>Department of Environmental Services</u> | | 1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u> | |
| 1.3 Contractor Name <u>G&K Services, Inc.</u> | | 1.4 Contractor Address <u>324 Taylor St. Manchester, NH 03103</u> | |
| 1.5 Contractor Phone Number <u>603-625-9722</u> | 1.6 Account Number <u>010-044-442010-1300-022-500257</u> | 1.7 Completion Date <u>December 31, 2015</u> | 1.8 Price Limitation <u>\$26,712.48</u> |
| 1.9 Contracting Officer for State Agency <u>Thomas S. Burack, Commissioner</u> | | 1.10 State Agency Telephone Number <u>603-271-3503</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Michael J. Johnson</u> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11-9-2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Naseem Abuzar / Manager</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12-28-12</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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.

Contractor Initials 
Date 11/9/2012

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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.

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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 11/9/2012

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

EXHIBIT "A" THE SERVICES

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

Supply and deliver once per week to the locations shown below the following uniform shirts, uniform pants, jackets, 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) Jackets with zip out insulated liner for more or less thirteen (13) 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 = 36 changes per week

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

Five (5) changes = Eleven (11) shirts for more or less five (5) employees
Five (5) changes = Eleven (11) pants for more or less five (5) 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 two (2) employees
Five (5) changes = Eleven (11) flame retardant pants for more or less two (2) employees
One (1) Jacket change = Three (3) Jackets with zip out insulated liner for more or less nine (9) employees
One (1) Jacket change = Two (2) Jackets with zip out insulated liner for more or less two (2) employees
Beach Towels, 100% cotton, white, deluxe quality, 30"x60", 20#/dozen minimum = 55 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 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-70E Hazard Risk Categories 0, 1, and 2 as single layer garments.

EXHIBIT "A" THE SERVICES CONTINUED

Initially, all uniforms shall be new, first quality. 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 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. unless otherwise stated.

Samples: If requested, samples of uniforms or Tee 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 Barbara Aube 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 3-year contract period will be from January 1, 2013 until December 31, 2015. Exhibit "B" Cost Proposal and Terms of Payment requests that quotations coincide with the state budget fiscal years (FY). FY13 covers the 6-month period from January 1, 2013 to June 30, 2013; FY14 represents the 12-month period from July 1, 2013 to June 30, 2014; FY15 represents the 12-month period from July 1, 2014 to June 30, 2015; and FY16 represents the 6-month period from July 1, 2015 to December 31, 2015.

Information contained in the Request for Quotations dated September 20, 2012 is included herein by reference.

EXHIBIT "B" COST PROPOSAL AND TERMS OF PAYMENT

Provide uniforms, towels, mats and scheduled cleanings and the Tee shirts as outlined in Exhibit "A" The Services.

| | QTY | <u>FY13</u> (6-mo) | <u>FY14</u> (12-mo) | <u>FY15</u> (12-mo) | <u>FY16</u> (6-mo) |
|-------------------------------|-----|-----------------------|------------------------|------------------------|-----------------------|
| shirts 5/week | 16 | \$2.15 | \$2.20 | \$2.25 | \$2.30 |
| | | \$894.40 | \$1,813.76 | \$1,855.36 | \$956.80 |
| pants 5/week | 16 | \$2.15 | \$2.20 | \$2.25 | \$2.30 |
| | | \$894.40 | \$1,813.76 | \$1,855.36 | \$956.80 |
| shirts3/week | 3 | \$1.29 | \$1.32 | \$1.35 | \$1.38 |
| | | \$100.62 | \$204.36 | \$210.60 | \$107.64 |
| pants 3/week | 3 | \$1.29 | \$1.32 | \$1.35 | \$1.38 |
| | | \$100.62 | \$204.36 | \$210.60 | \$107.64 |
| Flame retardant shirts 5/week | 2 | \$3.90 | \$4.00 | \$4.00 | \$4.20 |
| | | \$202.80 | \$411.84 | \$424.32 | \$218.40 |
| Flame retardant pants 5/week | 2 | \$3.90 | \$4.00 | \$4.00 | \$4.20 |
| | | \$202.80 | \$411.84 | \$424.32 | \$218.40 |
| Jackets 1/week | 22 | \$0.78 | \$0.80 | \$0.82 | \$0.84 |
| | | \$446.16 | \$903.76 | \$938.08 | \$477.62 |
| Lab coats 1/week | 2 | \$0.85 | \$0.88 | \$0.92 | \$0.95 |
| | | \$44.20 | \$89.44 | \$92.56 | \$49.40 |
| Lab coats 2/week | 2 | \$1.70 | \$1.76 | \$1.84 | \$1.90 |
| | | \$88.40 | \$179.92 | \$185.12 | \$98.80 |
| Towels | 91 | \$0.300 | \$0.300 | \$0.300 | \$0.30 |
| | | \$709.80 | \$1,443.26 | \$1,502.18 | \$709.80 |
| Mats | 4 | \$4.68 | \$4.68 | \$4.68 | \$4.68 |
| | | \$486.72 | \$988.00 | \$1,017.12 | \$486.72 |
| T-Shirts | 27 | \$6.01 | N/A | \$6.01 | N/A |
| | | \$486.81 | | \$486.81 | |
| <u>TOTAL PER FY</u> | | \$4,657.73 | \$8,464.30 | \$9,202.43 | \$4,388.02 |
| <u>BID TOTAL</u> | | \$26,712.48 | | | |

EXHIBIT "C" SPECIAL PROVISIONS

Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

Certificate of Authority

I, Jeffrey Cotter, Corp. Sec. of Gek Services do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Michael A. Peterson is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Corp. Sec.,
Office/Position of Certifying Officer
of Gek Services, this 15th day of November, 2012
Name of Company

[Signature]
Signature of Certifying Officer

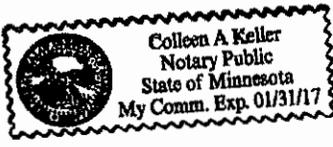
Notarization

State of Minnesota
County of Hennepin
On November 15, 2012, before me, Colleen Keller,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Jeffrey Cotter, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Corp Sec., of Gek Services,
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
Notary Public or Justice of the Peace



(affix seal)

Commission Expires: 1/31/17

EXHIBIT A

WHEREAS, From time to time, the Company (including various wholly owned subsidiaries of the Company) through its various offices located throughout the United States, is required to enter into agreements to service and/or supply certain merchandise to various entities and individuals ("Customers"), all as set forth in the agreements (the "Agreements"); and

WHEREAS, From time to time the Company is required to provide Customers with evidence of the Company's authority to enter into the Agreements, as well as evidence of the authority of those signing Agreements on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED:

That the Chief Executive Officer, any Senior Vice President, and any Vice President of the Company, and any Regional Vice President or any General Manager of the Company within the geographic territory to which each is assigned by the Company, (each of these individuals being an "Executing Officer" within the limitation described) is authorized to execute in the ordinary course of business of the Company Agreements representing aggregate annual revenue to the Company of up to Five Million Dollars (\$5,000,000), including any ancillary documents necessary to consummate the transactions contemplated in the Agreement, and the Company hereby ratifies and confirms any action lawfully taken by the Executing Officers, or any one of them, by virtue of this authority.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of the Company is authorized to certify a copy of this resolution and certify the names and titles of any Executing Officers who may execute the Agreements.

RESOLVED FURTHER, That this resolution is designated the "Signing Resolution-Customer Contracts," and it cancels and supersedes all prior such authority given to the Executing Officers.

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 G & K Services, Inc. doing business in New Hampshire as G & K Services of Minnesota, a(n) Minnesota corporation, is authorized to transact business in New Hampshire and qualified on December 1, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of November, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2012

DPC# 281 D7

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 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 Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402 | CONTACT NAME: <u>Melody Kronbach or Dawn DeBuir</u> | |
| | PHONE (A/C. No. Ext): <u>612-333-3323</u> | FAX (A/C. No): <u>612-373-7270</u> |
| | E-MAIL ADDRESS: <u>g&kcerta@hayscompanies.com</u> | |
| | PRODUCER CUSTOMER ID #: <u>G&K-1</u> | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: <u>ZURICH AMERICAN INSURANCE COMPANY</u> | | <u>18535</u> |
| INSURER B: <u>AMERICAN ZURICH INSURANCE COMPANY</u> | | <u>40142</u> |
| INSURER C: <u>ST. PAUL FIRE & MARINE NSURANCE COMPANY</u> | | <u>24767</u> |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED

G & K Services, Inc. & Its Subsidiaries
5995 Opus Parkway
Minnetonka, MN 55343

COVERAGES
CERTIFICATE NUMBER: _____ 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 INSU | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|---|---------------------------------------|----------|------------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | GL0585230300 | 12/01/2012 | 12/01/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 15,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | BAP585230400 | 12/01/2012 | 12/01/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | \$ | | | | |
| <input checked="" type="checkbox"/> PHYSICAL DAMAGE - SELF-INSURED | | | \$ | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | ZUP1117047812NF | 12/01/2012 | 12/01/2013 | EACH OCCURRENCE \$ 25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 25,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC585230100 WC585230200 (RETRO) | 12/01/2012 | 12/01/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> N | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

Note: Workers' Compensation coverage is not provided in Texas.
Contact: Hays Companies for evidence of Workers' Compensation or alternative coverage for the state of Texas.
Contact: G&K Services, Inc. for evidence of Workers' Compensation coverage in the following states: North Dakota, Ohio, Washington, and Wyoming.

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

Named Insured: Alltex Uniform Rental Services.
Evidence of Insurance.

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Department of Environmental Services PO Box 68 Franklin, NH 03235 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

© 1988-2009 ACORD CORPORATION. All rights reserved.