

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG, 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

August 7, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Administration to enter into a contract with UniFirst Corp (VC#177547-B001) in the amount \$19,087.47 to provide full-service uniform rental and laundry services to Department of Safety (DOS) Automotive Garage. Effective upon Governor and Council through July 31, 2026. 46% Highway, 8.33% Turnpike, 29.67% General Funds, 11% Agency Income, 5% Revolving

Funds are available in the SFY2024 and SFY2025 operating budgets and contingent upon availability and continued appropriations with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

020-500212 - Clothing 02-23-23-234015-23050000 - Dept of Safety - NHSP - Commercial En	\$2,120.83	\$2,120.83	\$2,120.83
020-500212 - Clothing 02-23-23-232015-23130000 - Dept of Safety - Administration - Asset 8	\$2,120.83 &Resource	\$2,120.83	\$2,120.83
020-500212 – Clothing	\$2,120.83	\$2,120.83 \$19.087	\$2,120.83

EXPLANATION

The Request for Bid (RFB), to provide full-service uniform rental and laundry services to the DOS Automotive Garage for was posted on the Department of Administrative Services Purchasing and Property web page as RFB DOS 2024-001 on June 22, 2023, with a closing date of July 20, 2023. Unifirst Corp. was the only company to submit a proposal.

Unifirst will provide uniform laundry and rental services to the DOS Automotive Garage. The new rental uniforms are designed to provide a more comfortable and safe wear by prohibiting strings and buttons from catching in machinery. Uniforms, fender covers, and shop towels will be picked up, laundered, and delivered on a weekly basis.

Respectfully submitted,

Robert L. Quinn Commissioner of Safety

FORM NUMBER P-37 (version 2/23/2023)

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. I.I. State Agency Name State of NH Dept of Safety		1.2 State Agency Address 33 Hazen Drive Concord NH 03305		
1.3 Contractor Name UniFirst Corp	B ₀	1.4 Contractor Address 8 Industrial Par Drive N		
1.5 Contractor Phone Number 603-888-1323	1.6 Account Unit and Class 40030000-20 23050000 -20 23130000-20	1.7 Completion Date 7/31/2026	1.3 Price Limitation 19,087.47	
1.9 Contracting Officer for Ryan Stevenson	State Agency	1:10 State Agency Telephon 603-223-8025	n Number	
1.11 Contractor Signature	Date: 07-12-23	1.12 Name and Title of Cont Derek Stone G.M.	ractor Signatory	
1.13 Shito Agency Signature	Date: 8/3/23	Amy L Newbury Director	· 14	
1.15 Approval by the M.L.I.	Department of Administration, Divis	ion of Personnel (If applicable)		
Ву:		Director, On:		
. By:	ry General (Form, Substance and E	On: 8/9/2	> \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
1.17 Approval by the Govern G&C Item number:	or and Executive Council (If applie	O&C Meeting Date:		
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2. SERVICES TO BE PERFORMED. The State of New hereof, and shall be the only and the complete compensation to the Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The successor, shall be the State's point of contact pertaining to this payment by the State of the contract price shall be the only and the Agreement. complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

Contractor for the Services.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 The Contracting Officer specified in block 1.9, or any



8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for ar costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials
Date 7/12/23

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;
- 14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of 20. CONFLICTING TERMS. In the event of a conflict between insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers" Compensation").
- any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the 23. SPECIAL PROVISIONS. Additional or modifying manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.
- 17. NOTICE. Any notice by a party hereto to the other party shall 26. ENTIRE AGREEMENT. This Agreement, which may be be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

- 19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the identified in block 1.9, or any successor, a certificate(s) of Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.
 - the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.
 - 21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.
- 15.2 To the extent the Contractor is subject to the requirements of 22. HEADINGS. The headings throughout the Agreement are for N.H. RSA chapter 281-A, Contractor shall maintain, and require 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.
 - provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
 - 24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
 - 25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
 - 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.

EXHIBIT B SCOPE OF SERVICES

The vendor will be responsible for providing the following:

RACK:

For Hanging of Clean Clothes

BAG STAND:

For Placement of Dirty Clothes

UNIFORM PATCHES:

- Vendor shall provide sample name emblems at no additional cost within 7 calendar days after award for review and acceptance by the State.
- Vendor shall provide and sew in place all patches at Vendor's sole expense, except for the
 employee damaged or missing patches, which must be identified at the time of the pickup
 and signed by the DOS Automotive Representative or Designee.
- The designated location and appearance of all emblems will be consistent for all
 employees.
- Each uniform shall be embroidered or patched as follows:
 - o Top line: employee first name
 - o Second line: NH DOS AUTOMOTIVE
- Patches shall be sewn in place on the left upper chest area above the pocket.

PROPER FIT:

- Upon start-up, each employee will be individually measured at a DOS designated location by trying on uniforms to ensure proper sizing, including any unusual sizes necessary to ensure comfortable wear, and first-class appearance.
- After the initial acceptance of the properly fitted uniforms, the Vendor must supply new never worn uniforms for employees whose uniforms no longer fit properly, at no additional charges.

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Contractor Initials

Date 7/12/23!

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INVENTORY:

- Furnish brand new never worn uniforms for starting inventory within 7 calendar days after fitting measurements have been taken.
- Provide each employee with a minimum of 3 uniforms and a maximum of 5 uniforms. The
 exact number per employee will be specified by NH DOS Automotive.
- The State of New Hampshire, with notification, reserves the right to change the number of uniforms at our discretion without monetary penalties from the Vendor.
- Upon notification, Vendor shall provide 3-5 new uniforms for each new employee within 7 calendar days. POC or designee shall be responsible for informing the Vendor of new employees.

GARMENT CONTROL IDENTIFICATION:

- A garment control identification label should be affixed to each garment.
- Vendor shall be responsible for inventory of all uniforms at the time of pickup and/or
 delivery. A DOS representative shall be available to assist and sign inventory
 documentation. A copy of the inventory documentation shall be given to the Dos
 representative at the time of pickup.

UNIFORM PICK UP AND DROP OFF:

- Soiled uniforms will be picked up and cleaned uniforms dropped off once a week.
 Deliveries shall take place between 0830 am and 3:00 pm
- If a State holiday interferes with a delivery schedule, the State and Vendor shall make arrangements to deliver the uniforms at a different time or deliver double uniforms on the previous delivery. The Vendor shall be given the State holiday schedule to help forecast any changes in deliveries.
- The Vendor must notify the DOS Automotive location contact one (1) week prior of any
 route change. The Vendor shall provide inside delivery to a specific location at no extra
 charge.
- Obtain the signature of the Automotive Representative or Designee on the finalized pickup list confirming the exact number of items being picked up or dropped off.
- Provide a copy of the pick-up list to the Automotive Representative(s) or Designee(s) and retain a copy for Vendor's records.

UNIFORM CLEANING:

- On a weekly basis, the Vendor will pick up soiled uniforms for laundering.
- Ensure that all items are cleaned in a manner that is appropriate to remove all soils, dirt, grease and oils without damaging the material to the point of detracting from the appearance of the uniform.
- Uniforms which retain an offensive smell or residual odor, or excessive stains will not be acceptable and should be replaced at no additional cost.
- Any special orders for persons allergic to soaps, cleaning solutions, starches will be handled on an individual basis at no additional cost.

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Contractor Initial

UNIFORM REPAIRING:

- Make repairs to all uniforms as required. Note that such repairs are for sewing and stitching of uniform seams or patches and replacement of buttons.
- Supply uniform repair tags that may be affixed to the to-be-repaired uniforms at no additional cost.

UNIFORM PRESSING:

- Press uniforms.
- Ensure that all delivered uniforms are wrinkle-free.

UNIFORM REPLACEMENT:

- Replace all irreparably damaged, permanently stained, or worn-out uniforms with all new ones within 7 calendar days of pick up.
- Uniforms that are worn out, dingy in color, damaged, lost, or stained from cleanings or exchanges will be replaced at Vendor's sole expense.
- Uniforms that are damaged beyond repair, permanently visibly stained, or lost due to employee's misuse, will be replaced at the prorated uniform costs.

UNIFORM DELIVERING:

- Provide hangers, and if necessary, plastic bags for all uniforms to be delivered to ensure
 that the uniforms are dry, clean, wrinkle-free, and ready to wear. Also provide hanger
 recycling stands.
- Obtain the signature of the DOS Representative and/or Designee on the finalized delivery list confirming the exact number of items being delivered. Provide a copy of the delivery list to the DOS Representative and retain a copy for Vendor's records. Note that only the exact number of uniforms that were actually laundered, cleaned, repaired, replaced, furnished as new, wrinkle-free, and grouped and delivered to the correct DOS location are billable.
- Vendor shall correct delivery shortages and mistakes seven (7) calendar days of each occurrence. In no case shall the correction period extend beyond the next scheduled delivery for that location without prior notice. The State shall not remit payment unless shortages or mistakes are corrected.

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Contractor Initials

Date 7/12/2-3

EXHIBIT C

PRICING AND PAYMENT TERMS

Invoices shall be submitted via email to the Department of Safety. Payment of said invoices shall be paid in full within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction.

Invoice remit address: accountspayable@dos.nh.gov

Funding	FY 2024	FY 2025	FY 2026	Total	
02-23-23-234015- 40030000	\$2,120.83	\$2,120.83	\$2,120.83	6362.49	*
02-23-23-234015- 23050000	\$2,120.83	\$2,120.83	\$2,120.83	6362.49	
02-23-23-232015- 23130000-	\$2,120.83	\$2,120.83	\$2,120.83	6362.49	_
				19087.47	

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Contractor Initials
Date 7/12/23

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State of New Hampshire Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that UNIFIRST CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 02, 1970 I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1988

Certificate Number: 0006267549



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of July A.D. 2023.

David M. Scanlan Secretary of State

CERTIFICATE OF VOTE OF UNIFIRST CORPORATION

I, Steven S. Sintros, Chief Executive Officer of UniFirst Corporation, hereby certify that at a meeting of the Board of Directors of said Corporation, which meeting was duly called and held on January 11, 2022, and at which meeting a quorum was present and acting throughout, the following vote was duly adopted:

VOTED:

That each of the Vice Presidents, General Managers and Branch Managers (together with the General Managers, the "Location Managers") of the Corporation be, and each acting singly hereby is, authorized, for and in the name of the Corporation, to (i) execute bids and customer contracts regarding the Corporation providing garment or other services in an amount in each instance involving weekly payments on account thereof to the Corporation of not in excess of \$10,000 in the case of Vice Presidents and \$3,000 in the case of Location Managers; that the forms of any resolutions hereafter required or requested by any governmental authority or other party to whom a bid is submitted or any financial institution or other party providing charge accounts be, and they hereby are, ratified, confirmed and approved; and, further, and in each instance such authorization shall include authorization with respect to the signing of any agreements, instruments or other documents in connection therewith; and, further, the taking of any such action or the execution and delivery of any such agreements, instruments or other documents by any of such officers in accordance herewith shall be conclusive evidence of his or, her authority to so act hereunder and the authorization thereof.

I CERTIFY that 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 twelfth day of July, 2023.

Steven S. Sintros Chief Executive Officer 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

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). CONTACT Willis Towers Watson Certificate Center PRODUCER Willis Towers Watson Mortheast, Inc. PHONE (A/G, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 c/o 26 Contury Blvd E-MAIL AODRESS: cortificates@willis.com P.O. Box 305191 Nachville, TN 372305191 USA DISURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE American Insurance Company 22667 43575 INSURER B: Indemnity Insurance Company of Horth Ameri INSURED UniFirst Corporation and its Subsidiaries INSURER C: ACE Fire Undorwriters Insurance Company 20702 68 Jonspin Road Wilmington, MA 01887 INSURER D : INSURER E INSURER F : CERTIFICATE NUMBER: W29604971 **REVISION NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP ADDLISUBR LIMITS TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) 2,000,000 1,000,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 Contractual 10/01/2022 10/01/2023 HD0G47358966 1.000.000 PERSONAL & ADV INJURY 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 4,000,000 PRODUCTS - COMPIOP AGG POLICY PRO- X LOC 3 OTHER COMBINED SINGLE LIMIT 4.000.000 . AUTOMOBILE LIABILITY (En accident) **BODILY INJURY (Per person)** . ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED ISAH10769723 10/01/2022 10/01/2023 BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAB EACH OCCURRENCE OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED RETENTION WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 1.000.000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 10/01/2022 10/01/2023 No WLRC50740067 (AOS) 1,000,000 E.L. DISEASE - EA EMPLOYEE Mandatory in NHI If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT 10/01/2022 10/01/2023 EL Each Accident \$1,000.000 WCUC50740250 (OB) Workers Compensation and FT. Disease -Pol Limit \$1,000,000 Employers Liability EL Disease - Each Emm \$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 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NH Department of Safety AUTHORIZED REPRESENTATIVE Attn: Annie Bullis gula mPowers 33 Bazen Drive Concord, NH 03305 © 1988-2016 ACORD CORPORATION. All rights reserved.

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AGENCY CUSTOMER ID:	
100#	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Unifirst Corporation and its Subsidiarios 60 Jonspin Road	
POLICY NUMBER		Wilmington, MA 01887	
See Page 1			
CARRIER	NAIC CODE		
Soe Page 1	See Page 1	EFFECTIVE DATE: Soo Page 1	
ADDITIONAL REMARKS		A	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAICS: 20702

POLICY NUMBER: SCFC50740195 (WI) EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE: LIMIT DESCRIPTION:
Workers Compensation and EL Each Accident

Employers Liability

Por Statuto

LIMIT DESCRIPTION: LIMIT AMOUNT:
EL Each Accident \$1,000,000
EL Disease -Pol Limit \$1,000,000
EL Disease - Each Emp \$1,000,000

ACORD 101 (2008/01)

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