

MUNICIPALITY OF PRINCETON

GOODS AND SERVICES AGREEMENT IN CONNECTION WITH:

**UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES UNDER
NATIONAL JOINT POWERS ALLIANCE CONTRACT #062415-UFC**

THIS AGREEMENT (also "contract"), made the ___ day of November, 2015, by and between

THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540,
("MUNICIPALITY")

and

UNIFIRST CORPORATION, a corporation of the Commonwealth of Massachusetts, with offices at 68 Jonspin Road, Wilmington, Massachusetts, 01887,
("CONTRACTOR").

In connection with CONTRACTOR's proposal dated October 5, 2015, and the MUNICIPALITY's notice of award dated the ___ of November, 2015, the MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work

- A. CONTRACTOR hereby agrees to furnish the goods and services specified in the CONTRACTOR'S proposal entitled "Customer Service Agreement" dated October 5, 2015, which is attached hereto as Exhibit A and made a part hereof as if fully restated.

The goods and services shall include the provision of the items listed on page 1 of the attached Exhibit A, which specifically involves the laundering, as appropriate, and delivery of specified items on a weekly basis.

The provisions of page 5 of Exhibit A shall be revised as follows:

- The second paragraph under "Obligations and Remedies," beginning "All disputes whatever kind ...", shall be deleted. In its stead, the parties agree that disputes arising under this contract shall be submitted to an alternative dispute resolution process of mediation prior to being submitted to a court for adjudication. Only if the mediation fails to resolve the dispute(s) between the parties may the dispute(s) be submitted to a court for adjudication.
- The paragraph entitled "Miscellaneous" on page 5 is hereby revised to clarify that neither party may assign, transfer, convey or otherwise

dispose of this contract without the prior written consent of the other party, and to delete the limitation of liability of the parties.

To the extent there is any conflict between the provisions of Exhibit A and this contract, the terms of this contract shall control.

- B. CONTRACTOR'S provision of goods and services as set forth herein, and enforcement of this Agreement, shall at all times be consistent with the terms of the National Joint Powers Alliance ("NJPA") Request for Proposals, dated June 25, 2015 (RFP #062415, for "Uniforms and Uniform-Related Projects and Services") and in particular sections 7 (Post-Award Operating Issues) and 8 (General Terms & Conditions), and the NJPA Contract Acceptance and Award, dated August 18, 2015.

2. Contract Sum and Payment; Term

- A. Based upon the unit prices set forth on page 1 of the attached Exhibit A, the amount of the contract, subject to any adjustments made in accordance with the Contract Documents, is as follows: a minimum of \$663.63 to be paid to CONTRACTOR for weekly services. Based on 52 weeks per year, the total annual contract amount paid to CONTRACTOR shall be a minimum of \$34,508.76 annually, based on the estimated quantities set forth in Exhibit A. Based on its needs, the MUNICIPALITY may require an increase in certain quantities at the prices set forth in Exhibit A, up to an additional \$5,000 annually. The total not to exceed amount shall not exceed \$39,508.76 annually.
- B. The initial term of this contract shall be three (3) years. The continuation of this contract beyond the first year shall be subject to the annual appropriation of sufficient funds by the MUNICIPALITY. There shall be no automatic renewal of this contract; the term may be renewed/extended for an additional two (2) year term. Any renewal is subject to the prior consent of both parties and approval by the MUNICIPALITY in accordance with the provisions of the New Jersey Local Public Contracts Law.
- C. During the term of this contract, as may be extended, the MUNICIPALITY shall pay CONTRACTOR on a monthly basis. MUNICIPALITY shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR'S properly executed and audited invoice and municipal voucher.

3. Buy American

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

4. Indemnification and Hold Harmless

CONTRACTOR shall hold harmless, indemnify and defend the MUNICIPALITY and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of the negligence or fault of the CONTRACTOR or its officers, agents, servants or employees and/or any other person or persons relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, except to the extent caused by the negligence or fault of the MUNICIPALITY.

5. Contract Documents

The Contract Documents as defined herein are incorporated into this Agreement and made a part hereof by reference. The Contract Documents shall include this Agreement and all Exhibits (A through B, inclusive) attached hereto, along with the following:

- A. NJPA Request for Proposals, dated June 25, 2015 (RFP #062415, for "Uniforms and Uniform-Related Projects and Services") and in particular sections 7 (Post-Award Operating Issues) and 8 (General Terms & Conditions), as applicable to the goods and services herein, and NJPA Contract Acceptance and Award, dated August 18, 2015.
- B. CONTRACTOR'S Pay to Play Forms, Non-Collusion Affidavit, Stockholder Disclosure Certification and Certification of Investment Activities in Iran.

6. Affirmative Action Regulations

CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the attached Exhibit B, which requirements are incorporated herein and made a part hereof as if fully restated.

7. Business Registration and Sales and Use Tax Requirements

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration of prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the proposal shall provide a copy of its business registration to CONTRACTOR who shall provide it to the MUNICIPALITY as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the MUNICIPALITY unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.

- B. The MUNICIPALITY will retain the proof of business registration in the file where documents relating to the contract are maintained.
- C. CONTRACTOR shall maintain and submit to the MUNICIPALITY a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the contract.
- D. For the term of this contract, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event CONTRACTOR subcontracts any of its work, said CONTRACTOR shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

8. Pay to Play Compliance; Political Contributions

- A. CONTRACTOR certifies that said CONTRACTOR (including persons and other business entities having an interest in CONTRACTOR as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform the contract, nor will it make a reportable contribution during the term of this contract to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the contract is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the contract is awarded.
- B. CONTRACTOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONTRACTOR receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONTRACTOR's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

9. Document Retention – State Comptroller

CONTRACTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request..

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Liz Lempert, Mayor

ATTEST:

UNIFIRST CORPORATION

By: _____



NEW ACCOUNT EXISTING ACCOUNT
 INSTALLATION DATE 4-6 wks from verification
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Princeton Township Master Agreement LOC. NO. 073
 ADDRESS One Monument Drive ROUTE NO. _____
Princeton, NJ 08540 DATE 10/09/15
 PHONE (609)497-7639 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
0101/0202 LS/SS 100% Cotton Shirts	14.19	14.19	1		499	.276	S	137.72	
1001 100% Cotton Pants	17.87	17.87	1		609	.347	S	211.32	
4277 T-Shirts	10.04	10.04	1		499	.118	N	58.88	
04MM/05MM Polo Shirts	15.56	15.56	1		110	.182	N	20.02	
3002 LS Coverall	22.40	22.40	1		71	.346	S	24.57	
3045/3528 Insulated Coveralls/Bib Overall	56.21	56.21	1		39	.869	S	33.89	
1527/1506 Jacket	28.95	28.95	1		118	.447	S	52.75	
1524 (05) Winter Jacket	75.50	75.50	1		108	.97	N	104.76	
76AS 3x10 Floor Mat			1		2	3.06	S	6.12	
76AR 4x6 Floor Mat			1		1	2.45	S	2.45	
76AQ 3x5 Floor Mat			1		1	1.55	S	1.55	
8023 18x18 Red Wipers			1		100	.071	S	7.10	
					Total	Uniforms		643.91	
					Total	Facility		17.22	
						DEFE		2.50	
								663.63	Total

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	.35
Company emblem per piece	1.25
Direct Embroidery: Wearer name per piece	1.50
Company name per piece	2.50
DEFE (See description on reverse side)	2.50/invoice

CHARGE	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	20%
Restock/Exchange per piece	.50
Automatic Wiper Replacement	2% @ 0.27
Automatic Linen Replacement	2%

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS:
 Master Agreement to include all buildings as per Addendum A

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁵ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Natalia Gryvatz 10/09/15
SALES REP (Print Name) DATE

ACCEPTED⁶: _____ DATE _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

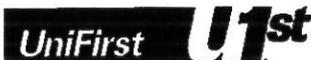
ACCEPTED: _____ DATE _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement.



NEW ACCOUNT EXISTING ACCOUNT
 INSTALLATION DATE 4-6 wks from verification
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Princeton Township Master Agreement LOC. NO. 073
 ADDRESS One Monument Drive ROUTE NO. _____
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6249(07) Center Pull Towel Roll						6.38			
6268(07) Center Pull Towel Dispenser						0.00			
99F1(00) Toilet Seat Covers(case 20/250)						54.00			
99F2(07) Toilet Seat Cover Dispensers						0.00			
1925(00) 2000ml GoJo Orange with Pumice						11.15			
19AU(00) 2000ml GoJo Cherry Gel Pumice						15.25			
1921(00) 2000ml Soap Dispenser						0.00			
8807(00) 1200ml GoJo Hands Free Soap						24.85			
8806(00) GoJo Hands Free Soap Dispenser						0.00			
6238(07)Over/Under Sanitary Tissue(36/cs)						56.00			
6216(07)Over/Under Sanitary Tissue(96/cs)						68.00			
8788(00) Aerosol Air Refill						2.00			
8787(07) Aerosol Air Freshener Dispenser						0.00			
6206(07) C-Fold Towels(21 packs/case)						34.65			
6257(07) C-Fold Towel Dispenser						0.00			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	.35
Company emblem per piece	1.25
Direct Embroidery: Wearer name per piece	1.50
Company name per piece	2.50
DEFE (See description on reverse side)	2.50/invoice

CHARGE	AMOUNT
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The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁵ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization -- including logos or brand identities -- that has been requested.

SALES REP: Natalia Gryvatz 10/12/15
SALES REP (Print Name) DATE

ACCEPTED²: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Outlets of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is ValU-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement.

EXHIBIT A (Continued)

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. (together with its subsidiaries, "UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months (260 revenue weeks) after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Customer agrees to pay the additional service-related charges listed on the front of this Agreement. Charges relating to an individual leaving the Customer's employ can be terminated by giving notice to UniFirst and by returning or paying for any Merchandise issued to that individual. Any Merchandise payments required, pursuant to this Agreement, will be at UniFirst's list replacement price(s) then in effect.

Each year, either upon the anniversary date of this Agreement or such other date as UniFirst may determine appropriate, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's Invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement. Customer agrees to a minimum weekly service charge, as indicated.

DEFE CHARGE. Customer's Invoices may include a DEFE CHARGE, that may vary for different customer, to cover all or only portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customer's places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that the Merchandise supplied is for general occupational use and, unless otherwise specified, affords no special wearer protections. Customer agrees to notify employees to that effect. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. Flame resistant garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. Flame resistant garments are designed for continuous wear as a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Customer acknowledges that UniFirst makes no representation, warranty or covenant regarding the flame resistant characteristics of FR garments or their fitness or suitability for Customer's intended use. UniFirst advises that only special FR emblems be used on FR garments.

If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfy particular ANSI/ISEA standards only if so labeled. Customer acknowledges that UniFirst makes no representation, warranty or covenant regarding the visibility performance of garments or their suitability for Customer's intended use. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customers or Customer's employees use of the Merchandise, including without limitation all claims, injuries or damages arising from any alleged defects.

EXHIBIT A (Continued)

Customer agrees to notify all employees who will be wearing either flame resistant garments or visibility garments that they are designed to provide only limited levels of protection and only under certain conditions. UniFirst assumes no liability for any injury, personal or otherwise. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that UniFirst normally does not stock (including styles, colors, sizes or brands), or has been permanently personalized, ("Non-Standard Merchandise") then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Merchandise or the payment of replacement charges and the purchase of any non-standard merchandise items as set forth herein.

All disputes of whatever kind between the Customer and UniFirst based upon past present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where the Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. The Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorney's fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement. Neither party will be liable for any incidental, consequential, or punitive damages. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. dba UniFirst.

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.