



State of New Hampshire

155

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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Assistant Commissioner
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May 14, 2018

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

MAY 25 '18 AM 9:50 DAS

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with All American Poly Corp. (VC#164143), Piscataway, NJ in accordance with RFB 2068-18 for Janitorial Supplies. The contract shall commence on July 1, 2018 or upon Governor and Executive Council approval whichever is later and expire on April 30, 2020 a period of approximately two (2) years. The price limitation established for this contract is \$65,000.00.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

To provide the continuation of these essential products and services, the Department of Administrative Services, through the Bureau of Purchase and Property, released a solicitation for bid on March 2, 2018. The bid was advertised on the State of New Hampshire website under the Bureau of Purchase and Property. Compliant bids were submitted by five (5) vendors: Interboro, C&C Janitorial, All American Poly Corp, Central Paper, and WB Mason. Attached are the results of RFB 2068-18.

This contract with All American Poly Corp. shall establish a Janitorial Supplies Contract for the State of New Hampshire and replace the current contract that expires on June 30, 2018. This contract shall be made available to all state agencies. The contract is being awarded to the low bidder meeting all specifications as defined in RFB 2068-18.

Respectfully submitted,

Charlie M. Arlinghaus
Commissioner

Subject: JANITORIAL SUPPLIES


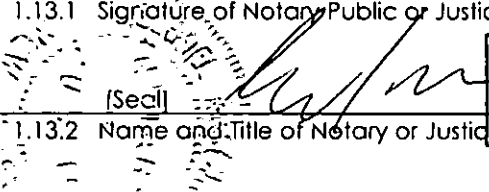

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name All American Poly Corp. VC# 164143 <i>JAK</i>		1.4 Contractor Address 40 Turner place, Piscataway, NJ 08854	
1.5 Contractor Phone Number 732-752-3200	1.6 Account Number Various	1.7 Completion Date April 30, 2020	1.8 Price Limitation \$65,000.00
1.9 Contracting Officer for State Agency Jeffrey A. Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <p style="text-align: center;">Nikki Klein BID AGENT</p>	
1.13 Acknowledgement: State of <u>NJ</u> , County of <u>Middlesex</u> On <u>APR 30 2018</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; display: inline-block;"> EZEKIEL ROSENWASSER NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MAY 22, 2019 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Date: <u>3/15/18</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) (if applicable) By: <u>Emily C. Hanig</u> On: <u>5/23/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

All American Poly (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Supplies in accordance with the bid submission in response to State Request for Bid #2068-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2068-18

3. TERM OF CONTRACT

The term of the contract shall be from May 1, 2018 or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2020, a period of approximately two (2) years.

4. SCOPE OF WORK

a) MINIMUM ORDERS:

There shall be no minimum order whether in item quantity or dollar value associated with this Contract.

b) EQUIPMENT:

The Contractor shall be responsible for replacing and servicing any and all equipment needed for its product line(s), if applicable (e.g., soap dispensers, toilet paper dispensers, paper towel dispensers, etc.), at no additional cost.

c) CUSTOMER SUPPORT SERVICES:

The Contractor shall provide sales support for the items and equipment specified in the contract. The Contractor shall have a central contact point, available during State business hours, for resolving customer support problems.

o Pre-Sales Support shall include, but is not limited to:

- Product Quotes
- Product Research
- Product Recommendation
- Product Specifications
- Assistance to State Agencies in finding products that best meet their needs.

- o Post-Sales Support shall, include but is not limited to:
 - Delivery Information
 - Product Return
 - Invoice/Billing Issues
 - Training on equipment and products when requested
 - Facilitate Resolution of Product Problems

d) USAGE REPORTING:

The successful Contractor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Reports shall have two (2) separate sections related to items purchased:
 1. All Fixed Price Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
 2. All Balance of Product Line Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

e) WEBSITE & ONLINE ORDERING:

The successful Contractor must maintain a website and the capability to accept on-line orders from any State of New Hampshire agency. Website shall show all items included in the contract and State of New Hampshire pricing. It shall also be the responsibility of the Contractor to provide the most current catalog(s), price list(s) and/or other update(s) to state agencies, sub-divisions, and eligible participants if requested. The ordering website must also be capable of accepting the State's Procurement Card (P-Card), which is a VISA credit card.

f) DELIVERY TIME:

- The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days.
- Orders must be delivered between the hours of 7:30 AM - 2:30 PM (EST). Any deviation in work hours shall be pre-approved by the Contracting Officer.
- No premium charges shall be paid for any off-hour work.
- The Contractor shall deliver any emergency requested item ordered under the contract within 24 hours from the placement of the order. The State shall clearly define the item(s) as an emergency when placing the order.
- The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

g) RETURNED GOODS:

- The Contractor must resolve all order and invoice discrepancies within five (5) business days from notification.
- Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency shall be refunded/credited for the full purchase price.
- Unauthorized substitutions for any products are not allowed.
- Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there shall be no restocking fee

charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

h) ESTABLISHMENT OF ACCOUNTS:

- Each State of New Hampshire agency must have its own individual customer account number. There shall be instances where sub-sections of an agency shall need their own individual customer account numbers, as well. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this contract, as if an account already exists for them.
- Accounts shall be set up for the use of P-Cards. Cards shall not be charged until the products have been shipped.
- The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

i) OTHER REQUIREMENTS:

- a) The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- b) The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- c) The Contractor or its personnel shall not represent themselves as employees or agents of the State.
- d) While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- e) All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- f) The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- g) If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

j) BALANCE OF PRODUCT LINE ITEMS

During the term of Contract, the State may purchase other items which are closely related to the items specified in the line items awarded (ex: Can Liners, Paper Products, etc.) from the successful Vendor(s)' Balance of Product Line. Contractor shall not offer balance of product line items for item types not within the category(s) awarded. Balance of Product Line items under the "Miscellaneous" category are items similar to those listed in this category, i.e., mops, spray bottles, scrub brushes. All items ordered shall include all shipping/charges. Agencies ordering Balance of Product Items must request a quote from all contractors in the associated category. Balance of Product Items will be purchased from the vendor submitting the lowest quote meeting specifications.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Contractor. The State of New Hampshire assumes no liability between the successful Contractor and any of these entities.

CONTRACT PARTICIPANTS:

Apart from the State, it is likely that an unknown number of Participants (municipalities) will want to utilize the awarded contract(s). Participants will be required to complete a participating addendum, described below.

PARTICIPATING ADDENDUM:

Each Participant will complete a participating addendum supplied by the State of NH-Bureau of Purchase and Property (State). A copy of said addendum, after being executed by the Participant and the contracted contractor, will be maintained on file with the State.

- A Participating Addendum shall be executed by the contractor and the individual Participant desiring to use the contract.
- Additional Participants may be added with the consent of the contractor and the State through execution of Participating Addendums.
- A Participating Addendum allows for each Participant to add terms and conditions that may be unique to their origin.
- The Participant and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.

RECYCLING:

As part of the State of New Hampshire's initiative to reduce its overall carbon footprint, recycled content is requested in the products it purchases. For this specific contract, all paper items should contain a minimum of 30% and up to 100% recycled, post-consumer waste material, depending upon the specifications supplied. The successful Contractor(s) will be asked to supply annual reports as to the types and amounts of recycled products ordered.

PRODUCT SAMPLES:

If applicable, product sample shall be the exact quality, brand and style being quoted in this contract. Contractors shall be contacted during the evaluation process if sample is required. All

samples shall be provided at no charge to the State of NH Bureau of Purchase and Property, and shall not be returned.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall Janitorial Supplies strictly pursuant to, and in conformity with, the specifications described in State RFB #2068-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Janitorial Supplies in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$65,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Line #	Brand/Item #	Item Description	Case Weight	Unit of Measure	Delivered Unit Cost
3	All American Poly 4348H-AAP	Low Density Can Liners, 43x48, 50/case	11.70	CT	\$11.43
6	All American Poly 3036XH-AAP	Low Density Can Liners, 30x36, 100/case	10.80	CS	\$10.46
8	All American Poly 3339XH-AAP	Low Density Can Liners, 33x39, 100/case	12.90	CT	\$9.01
10	All American Poly 3858XXH-AAP	Low Density Can Liners, 38x58, 100/case	29.40	CT	\$20.61
12	All American Poly 3339XXH-AAP	Low Density Can Liners, 33x39, 100/case	17.16	CT	\$11.69
14	All American Poly 3339XXH-AAP	Low Density Can Liners, 33x39, 100/case	16.30	CS	\$11.69
15	All American Poly 5051XH-AAP	Low Density Can Liners, 50x51, 100/case	24.22	CS	\$17.88
16	All American Poly 4347XH-AAP	Low Density Can Liners, 43x47, 100/case	20.20	CT	\$14.17
19	All American Poly 3956XH+-AAP	Low Density Can Liners, 39x56, 50/case	12.40	CT	\$12.09
20	All American Poly 4348XH+-AAP	Low Density Can Liners, 43x48, 50/case	11.70	CS	\$11.43
30	All American Poly 4046XH-AAP	Low Density Can Liners, 40x46, 100/case	18.40	CT	\$16.54
31	All American Poly 3340XH-AAP	Low Density Can Liners, 33x40, 100/case	13.20	CT	\$12.34
32	All American Poly 3858XH-AAP	Low Density Can Liners, 38x58, 100/case	22.00	CT	\$15.45
39	All American Poly 2432H-AAP	Low Density Can Liners, 24x32, 250/case	13.00	CT	\$13.29
42	All American Poly 3036H-AAP	Low Density Can Liners, 30x36, 250/case	19.80	CT	\$18.70

43	All American Poly 3946XH+-AAP	Low Density Can Liners, 39x46, 50/case	10.20	CT	\$9.93
46	All American Poly 3036H-AAP	Low Density Can Liners, 30x36, 250/case	19.70	CT	\$18.70
48	All American Poly 4046XH-AAP	Low Density Can Liners, 40x46, 100/case	18.40	CT	\$14.33
51	All American Poly 4347XXH-AAP	Low Density Can Liners, 43x47, 100/case	26.90	CT	\$18.37

3. INVOICE

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

3. PAYMENT

Payments shall be made via Procurement Card (P-Card = Visa Credit Card) for agencies participating in the State P-Card Program. For agencies not enlisted in the P-Card Program payment shall be made via ACH. Eligible participants shall negotiate their own payment methods with awarded vendor.

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract

EXHIBIT D

RFB #2068-18 is incorporated here within.



all american poly™

40 Turner Place
Piscataway NJ 08854
Phone: 732-752-3200 Ext. 1124
Fax: 732-752-2305
Email: zeke@allampoly.com

Corporate Resolution

Certified

From: All American Poly

April 30, 2018

RE: Bid and Contract Signature Authorization

To Whom It May Concern:

This is to certify that the Board of All American Poly has authorized Nikki Klein to sign and represent All American Poly at all bid or contract agreements.

Meeting at
All American Poly
40 Turner Place
Piscataway, NJ 08854
6/17/13

Secretary
All American Poly

State of New Hampshire

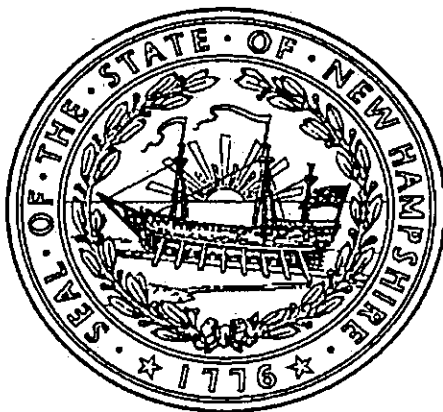
Department of State

CERTIFICATE OF AUTHORITY OF ALL AMERICAN POLY CORP

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **ALL AMERICAN POLY CORP** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **ALL AMERICAN POLY CORP** to transact business in this State under the name of **ALL AMERICAN POLY CORP**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 793997



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May 2018 A.D.

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

William M. Gardner
Secretary of State



ALLAMER-09

ASINCLAIR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Masters Coverage Corp. 747 Chestnut Ridge Road Chestnut Ridge, NY 10977	CONTACT NAME: PHONE (A/C, No, Ext): (845) 352-9100 FAX (A/C, No): (845) 352-9104 E-MAIL ADDRESS:												
INSURER(S) AFFORDING COVERAGE													
INSURED	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURER A : Federal Insurance Company</td> <td style="width:20%;">20281</td> </tr> <tr> <td>INSURER B : Chubb Ins. Co. of New Jersey</td> <td>41386</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Federal Insurance Company	20281	INSURER B : Chubb Ins. Co. of New Jersey	41386	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Chubb Ins. Co. of New Jersey	41386												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

All American Poly Corp.
 Attn: Neil Koenig, V.P.
 40 Turner Place
 Piscataway, NJ 08854

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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER:	X		3603-2060	04/08/2018	04/08/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPPOP AGG	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7360-2492	04/08/2018	04/08/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7818-6123	04/08/2018	04/08/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7174-8022	04/08/2018	04/08/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

State of New Hampshire, Administrative Services, Bureau of Purchase and Property is included as additional insured as required by contract or written agreement with respects to services provided by the named insured.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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