

Charles M. Arlinghaus Commissioner (603) 271-3201

## State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Joseph B. Bouchard Assistant Commissioner (603) 271-3204

Catherine A. Keane Deputy Commissioner (603) 271-2059

April 24, 2020

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

#### **REQUESTED ACTION**

Authorize the Department of Administrative Services to **retroactively** enter into a sole source exception with the State's Contract 8002331 with Central Paper Products Co, Vendor Code 154087, Manchester, New Hampshire 03103 for Janitorial Supplies. The original contract was approved by Governor and Executive Council on June 6, 2018; item #165. The contract price limitation will increase by \$115,000.00 from \$385,000.00 to \$500,000.00. Upon Governor and Executive Council approval the new term of the contract shall be from May 1, 2020 through October 31, 2020.

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

#### **EXPLANATION**

On March 13, 2020, the Bureau of Purchase and Property issued RFB #2299-20 for Janitorial Supplies which was scheduled to close on March 31, 2020. Through communications with the contracted suppliers and potential bidders of janitorial supplies the Bureau of Purchase and Property was made aware of tremendous turmoil in these supply chains. Contractors and potential bidders informed the State that availability and long term pricing on many products would be exceedingly difficult to commit to due to the COVID-19 Pandemic. Request for Bid 2299-20 has been cancelled and the Contractor has agreed to extend under the same terms, conditions, and pricing structure.

Based on the foregoing, I am respectfully recommending retroactive approval of the amendment to the contract with Central Paper Products Co.

Respectfully Submitted,

Charles M. Arlinghaus

Commissioner

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTRAL PAPER PRODUCTS CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 21, 1948. 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: 6705

Certificate Number: 0004912901



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 12th day of May A.D. 2020.

William M. Gardner

Secretary of State

# STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE AND PROPERTY

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

DATE:	April 17, 2020	·
COMMODITY:	JANITORIAL SUPPLIES	NIGP#: 485
CONTRACT NO.:	8002331	
<u>VENDOR;</u>	Central Paper Products Co. 350 Gay Street Manchester, NH 03103	<u>VENDOR #</u> : 154087
SUBMITTED FOR ACC	the actalf	4/12/2420
JEFFREY A. HALEY, P BUREAU OF PURCH		DATE 4/17/2020
RECOMMENDED FO	R ACCEPTANCE BY:	
PAUL RHODES, ADM BUREAU OF PURCHA		DATE
GARY S. QUNETTA, D. DIVISION OF PROCI	mety (CAS)	DATE 4/17/20
CHARLES M. ARLING	STATE OF NEW HAMPSHIRE UNDER STATUTES, ANNOTATED 21-I:14, XII SHAUS, COMMISSIONER OMINISTRATIVE SERVICES	THE AUTHORITY GRANTED TO ME BY NEW  I.  DATE 4/20/2020

## MEMORANDUM

To: File

Date: 4/17/2020

From: J. Haley

**Subject: Janitorial Supplies Extension** 

This amendment extends our three (3) Janitorial Supplies contracts for six (6) months. These Janitorial Supplies Contracts were submitted for bid with RFB 2299-20 and was set to close on March 31, 2020. With the onset of Covid-19 and the uncertainty it has created in these supply markets the decision was made to cancel that bid and extend these contracts at the same terms, conditions, and pricing structure. As these contracts were originally approved through G&C BoPP will be extending retroactive amendments to Governor and Council.

# FIRST AMENDMENT TO THE CONTRACT BETWEEN CENTRAL PAPER PRODUCTS CO.

#### AND

# THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR JANITORIAL SUPPLIES CONTRACT # 8002331

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of April, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Central Paper (hereinafter referred to as "the Contractor") for Janitorial Supplies.

WHEREAS, pursuant to an agreement effective July 1, 2018 set to expire April 30, 2020, (hereinafter referred to as "the Agreement"), the Contractor agreed to supply certain janitorial supplies for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- 1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
  - 1.7 October 31, 2020
- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
  - 1.8 \$500,000.00
- 3. All other provisions of the Agreement, approved by the Governor and Executive Council on June 6, 2018, item #165 shall remain in full force and effect.

Page 1 of 2

Contractor Initials: MC

Date: 4/9/2020

CENTRAL PAPER PRODUCTS CO.	STATE OF NEW HAMPSHIRE
CBV 2007.	By: Charles
Matthew J. Kfoury (Print Name)	Charles M. Arlinghaus (Print Name)
Title: Senior VP  Date: April 9, 2020	Title: Commissioner  Department of Administrative Services  Date: 4/20/2020
NOTARY PUBLIC/JUSTICE OF THE PEACE	OFFICE OF THE ATTORNEY GENERAL
On the 2TH day of APRIL 2020. There appeared before me, the state and county foresaid a person who satisfactorily identified himself as  MA-THEW T. KFOURY	By:(Print Name)  Title:
And acknowledge that he executed this document indicated above.  In witness thereof, I hereunto set my hand and official seal.	The foregoing contract was approved by the Governor and Council of New Hampshire on
(Notary Public/Justice of the Peace)  My commission expires:	Signed:
CANAL CONTRACTOR CONTR	(Print Name)

## CERTIFICATE OF VOTE OF AUTHORIZATION

DATE4/9/2020
Christine Kfoury Clerk of Central Paper Products Co. hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 2nd day of January 2020 at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:
VOTED: That Matthew J. Kfoury is hereby authorized, directed and empowered for the name and on behalf of the Corporation to sign, seal with the Corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.
I further certify thatMatthew J. Kfoury is duly elected/appointed Senior VP of said corporation.
SIGNED. (Corporate Seal)  Clerk of the Corporation
Print Name: Christine Kfoury
STATE OF NEW HAMPSHIRE
County of HILLS BOROUGH Date: 04/09/2020
Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, FORDIN H. WATSON
Notary Public: fordon A. Halson
My Commission expres: 08/02/2022



Lindsey M. Stepp Commissioner

Carollynn J. Lear Assistant Commissioner

# State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 637, Concord, NH 03302-0637
Telephone 603-230-5000
www.revenue.nh.gov



Division of Taxpayer Services
Debra A. Bourbeau
Director

Peter M. Colbath Assistant Director

May 8, 2018

ATTN: MATTHEW J KFOURY
CENTRAL PAPER PRODUCTS CO INC
PO BOX 4480
MANCHESTER NH 03108

RE: Request for Statement of Good Standing

Taxpayer ID:

XX-XXX5737

Dear Mr. Kfoury:

After reviewing the business organization's records, the Commissioner determines that, as of the date of this letter, no returns, tax, additions to tax, interest, or penalties for taxes administered by the department are due and unpaid.

The Commissioner's determination is not the result of an audit and issuance of this statement does not preclude audit of the business organization and its returns for any open period.

This document is not valid for the purposes of a business organization withdrawal or dissolution.

Sincerely,

Peter M. Colbath

Assistant Director, Taxpayer Services

jwp

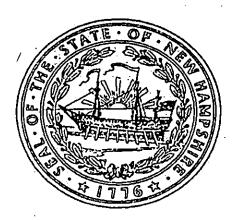
# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTRAL PAPER PRODUCTS CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 21, 1948. 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: 6705

Certificate Number: 0004095013



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2018.

William M. Gardner

Secretary of State



#### CERTIFICATE OF LIABILITY INSURANCE

06/27/2019

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(les) 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 NAME: PRODUCER FRONE (AIC. No. Ext): 1-877-945-7378 Willim of New York, Inc. FAX (A/C, No); 1-888-467-237 c/o 26 Century Blvd ADDRESS: certificatesswillis.com P.O. Box 305191 Nashville, TN 372305191 USA INSURER(S) AFFORDING COVERAGE NAIC INSURERA: Pennsylvania Hanufacturers' Association In 1226 MSURED INSURER 8 : Central Paper Co. Division of Imperial Bag & Paper Co. INSURER C : 255 Route 1 & 9 Jersey City, NJ 07306 USA INSURER D : INSURER E : INSURER F : CERTIFICATE NUMBER: W11827044 **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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 10,000 λ MED EXP (Any one person) 301900 0787960 06/30/2019 06/30/2020 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 JECT PRODUČTS - COMPIOP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO **BOOTLY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED **BODILY INJURY (Per accident)** AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) AUTOS ONLY AUTOS ONLY UMBRELLA LIAS **EACH OCCURRENCE** OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE RETENTION \$ DED WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1.00d.000 E.L. EACH ACCIDENT No 06/30/2019 06/30/2020 201975 0787960 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1.00d,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFB 2068-18 Janitorial Supplies. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. The State of New Hampshire Administrative Services AUTHORIZED REPRESENTATIVE Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, MH 03301

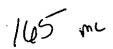
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Charles M. Arlinghaus Commissioner (603) 271-3201

# State of New Hampshire

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

Joseph B. Bouchard Assistant Commissioner (603) 271-3204

May 15, 2018

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

#### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Central Paper Products Co., Inc. (VC#154087), Manchester, NH 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 \$385,000.00.

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 Products Co., Inc., and WB Mason. Attached are the results of RFB 2068-18.

This contract with Central Paper Products Co., Inc. 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		1.2 State Agency Address		
Department of Administrative	Services	25 Capitol Street, Concord, NH 03301		
1.3 Contractor Name		1.4 Confractor Address	<u> </u>	
Central Paper Products Co. I	~ All	350 Gay Street, Manchester, N	NH 03103	
1.5 Contractor Phone Number	il.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
603-624-8795 - FAX 603-624-4064	Various	April 30, 2020	\$385.000.00	
1.9 Contracting Officer for Ste	die Agency	1.10 State Agency Telephone	Number	
	ore or <b>go</b> rre,			
Jeffrey A. Haley	•	603-271-2202		
1.11 Contractor Signatule	33,	1.12 Name and Title of Contr MAHALW J. KY	actor Signatory	
1.13 Acknowledgement; Sta	CVII	SVP/COD HILLSBOROWOH		
salislacitorily proven to be ine document in the capacity and 1.13.1' Signature of Nordiv Pu	re the undersigned officer, person whose name is signed in icated in block 1.12.  blic or tostice of the reaces	onally appeared the person identification block 1.11, and acknowledged	that s/he executed this	
GON DON A WATS	ory or Justice of the Peace  ON, NOTARY PUB.	LIE		
1.14 State Agency Signature  1.16 Approval by the N.H. De	Dale: 5/17/18	1.15 Name and Title of State Charles M. Arlinghaus, Commi ision of Personnel (if applicable)	issioner	
Ву:		Director, On:		
1.17 Approval by the Attorne	y General (Form, Substance, on	d Execution) (if applicable)		
By: June 1	Wart	On: 5/20/18		
1.18 Approval by the Govern	nor and Executive Council (if an	pplicable)		
Ву:	•	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 became 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, handlcap, 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 (4) 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.

Page 2 of 18

Contractor Initials

Date,

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 obsence 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 occrue 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 printauts, 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 properly 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 subporagraph 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.

Page 3 of 18

Contractor Initials

Date

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

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A. Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this' Agreement. Contractor shall lumish 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 28)-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 lows 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.

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#### **EXHIBIT A SCOPE OF SERVICES**

#### 1. INTRODUCTION

Central Paper Products Co (hereinafter referred to as the "Contractor") hereby garees 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.

- 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.

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- 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:
  - All Fixed Price Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
  - 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 resaleable condition (original container, unused) and there shall be no restocking fee

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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.

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#### 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.

#### **RECYCUNG:**

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

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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 HABILITY 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.

#### **B. 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.

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# 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 \$385,000,00; 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

#### **CAN LINERS**;

UNIT OF MEASUREMENT (UOM) KEY
CT = Carton
CS = Case
PK = Pack
8L = Bundle
8X = 8ox
EA = Each

Line#	Brand/Item#	Item Description	Unit of Measure	Case Weight	Delivered Unit Cost
2	Berry Plastics LBR3036XC	30 x 36, 0.9mil, Clear, 250/case	ст	16.1	\$12.76
4	Berry Plastics LBR4046MC	40 x 46, 0.5mil, Clear, 250/case	CS	15.2	\$14.76
18	Berry Plastics LBR3339XC	33 x 39, 0.9mil, Clear, 250/case	cs	19.2	\$11.64
24	Heritage H4832HC	Low-Density Can Liners, 12-16 Gallons, Clear, 24X 32, .70 Mil., 500/Ct	ст	17.92	\$11.30
44	Berry Plastics VLR3037- 100B	30 X 36, 0.9mil, Black, 8/25/case	ст	12.9	\$12.99
50	Berry Plastics LBR3339HB	33 x 39, 0.7mil, Black, 250/case	ст	14.9	\$14.13

#### PAPER PRODUCTS:

Line#	Brand/Item#	Item Description	Unit of Measure	Case Weight	Delivered Unit Cost
8	Nittany Paper NP- 9650033U	96 ROLLS, 500 SHEETS, 2 PLY, 4.2" X 3.3" HH TT	. ст	29.9	\$23.49

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47	Kimberly Clark 21200	Pop-Up Box, Tissues, 3/95/ct	ÇТ	13	\$3.99
66	Procter & Gambke 35038	Ultra Soft & Strong™ Prem Facial Tissue, 2-Ply, 8.2"x8.4" sheet, 56 Sh/Bx, 24 BX/CT	ст	9.3	\$28.97
112	TRK290089	Advanced Hand Roll Towel, White, 700 Ft., 6/Ct	Ե	25.80	\$29.68
113	TRK11010402	1-Ply White Bathroom Tissue, 3.55" X 2247 Ft.	ст	19.70	\$24.25
114	TRK12021502	Toilet Tissue, 2-Ply, 3.55" X 1600', 6/Ct	сī	17.90	\$25.75
117	TRK12024402	Advanced Bath Tissue Mini Jumbo Roll, 2-Ply, 7.36" Dia, 12/Ct	ст	17.40	\$25.03

### **FOOD SERVICE PRODUCTS**;

Line#	Brand/Item#	Item Description	Unit of Measure	Delivered Unit Cost
1	Dart 818	8oz. Foam cup, 40/25/case	ст	\$12.99
3	Pactiv YTD1-9903	9x9x3 Foam 3-Compartment Container, 150/case	ст	\$10.25
9	Pactiv YTD1-8803	8x8 Hinged Lid, Foam, White, 150/case	cs	\$9.98
14	Dinex 3000/8714	Turnbury Plastic Mug Lid, 1500/case	cs	\$35.50
22	Dart 20J16	20oz. Foam Cup, 500/case	ст	\$15.99
25	Dinex 1186/8714	Plastic Bowl Lid, 1000/case	ст	\$38.96
27	Dinex 3300/8714	Turnbury Bowl Lid, 1000/case	cs	\$34.98
28	Dart 8JL	Vented Lid, 1000/case	כד	\$8.15
29	Dart 32JL .	Vented Lid, 5/100/case	ст	\$10.15
31	Nittany NP-DN15172P, 3000/cs	2ply Dinner Napkin, 15 x 17, 20/150/case	cī	\$24.73
37	Dixie SSS51	Soupspoon, Medium Weight, Smartstock, 24/40/case	כד	\$24.98
38	Solo PL4N	No Slot Plastic Lid, 20/150/case	ст	\$20.81
'41	Dart 12J12	12oz. White Foam Cup, 40/25/case	cī	\$18.70
44	Netchoice 098431, 20/50/cs	12oz. Plastic Cold Cup, 20/50/case	PK	\$1.22
45	Dart 5820	Soz. White Foam Bowl, 20/50/case	ст	\$19.49

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46 .	Dart 16FTLS	Lift and Lock White Lid, 1000/case	ст	\$12.69
49	Dixie 5342CD	12oz. Perfect Touch Cup, 20/50/case	PK ·	\$2.49
54	Netchoice 413997	Medium-Heavyweight White Teaspoon, 1000/case	כז	\$7.25
55	Dixie 9542500DX	White Dome Lid, 1000/case	ст	\$17.97
56	Solo 100-2050	1oz. Paper Souffle Cup, 20/250/case	ст .	\$33.75
57	Netchoice 01327	32oz. Deli Container, 10/50/case	CS	\$34.98
58	Pactiv YTK1-0012	12oz. Foam Laminated Bowl, 8/125	ст	\$18.96
60	Solo 4BR	4oz. Cone Paper Cup, 25/200/case	PK	\$1.71
63	Nittany LN6000	12 x 13, 1ply, Lunch Napkin, 12/500/case	ст	\$21.95
64	Netchoice 413995	White, Mediumweight, Fork, 1000/case	ст	\$6.75
66	Dixie 5310DX	10oz. Perfect Touch Cup, 20/25/case	PK	.\$2.15
67	Dixie UX9PATHPB	8.5" Pathways Plate, 8/125/case	. ст	\$40.50
70	Pactiv YTH1-0004	5oz. White Foam Bowl, 1250/case	ст	\$15.75
71	Dart 100PC	1oz. Plastic Souffle Cup, 20/125/case	ст	\$20.25
73	Netchoice 01328	Deli Container Lid, 10/50/case	ст	\$14.30
76	Dinex 1188/0174	Dinet Disposable Lid, 1000/case	ст	\$45.80
77	Netchoice 413996	Medium Heavyweight, White, Knife, 1000/case	cī _	. \$7.25
78	Dart 12FTL	Plastic White Tear Tab Lid, 1000/cs	ст	\$11.15
81	Netchoice 406406	Heavyweight, White, Fork, 1000/case	ВХ	\$1.84
84	Nittany LN6000	12x13, 1ply, White, 12/500/case	PK	\$1.89
85	Sala PL200N	2oz Souffie Lid, 20/125/case	.:ст.	\$16.88
86	Netchoice 01326	16oz. Deli Container, 10/50/case	ст_	\$22.25

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88	SQP 8707	6oz. Red/Plaid Food Tray, 1000/case	ст	\$11.2 <del>9</del>
90	Nittany Paper NP-DN15172P	15x17, 2ply, Dinner Napkin, 20/150/case	PK	\$1.33
92	Nittany Paper LN6000	12×13, 1ply, White, 12/500/case	<u>.</u> cī	\$21.78
93	Rosenbloom 1000800C00	8# Brown Shopping Bag, 500	PK	\$8.59
94	Greenwave OV-BL12	12oz. Paper Beige Bowl, 8/150/case	ст	\$53.00
96	Dixie SSF51	Heavyweight, Black, Smartstock, Fork, 24/40/case	਼ ਹ	\$24.98
97	Dixie 2342PATH	Pathways, 12oz. Cup/20/50	PK	\$2.52
98	Netchoice 406413	Heavyweight, White, Teaspoon, 1000/case	вх	\$1.85
101	Netchoice 420126	5" Red Stirrer, Bulk, 10/1000/case	вх	\$0.99
102	Dart 20JL	Vented Lid, 1000/case	ст	\$13.85
105	Dart 8B20	8oz. Foam Bowl, 20/50/case	ĊT	\$26.25
107	Dart 12SJ20	12oz. Squat Foam Bowl, 20/25/case	ст.	\$14.75
108	Dart 6PWCR	6" Non-Laminated Plate, 8/125/case	ст	\$10.99
110	Huhtamaki 43013	9" Coated Paper Plate, 4/125/case	СТ	\$22.50
111	Dixie SSKS1	Knife, Smartstock, Black, 24/40/case	ст	\$24.98
115	Solo 412SM	12oz. Hot Cup, 20/50/case	PK:	\$1.98
116	Rubbermaid 1978082	1 gallon Pitcher	. ст	\$7.89
117	Dart 9PHQR	9" Laminated Plate, 4/125/case	ст	\$18.25
118	Netchoice 414024	Cutlery kit, 250/case	СТ	\$8.75
119	Dart 12JL	Vented Lid, 1000/case	СТ	\$10.50
121	Dixie SXP9W	8.5" White Heavy Plate, 4/125/case	PK	\$9.39
123	Rubbermaid 3349	20 x 15 x 5 Gray Container	EA	\$9.39
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124	Netchoice 420234	7.75" Jumbo Bulk Straw, 50/250	PK	\$0.79
				<b>4</b>
127	Dart 8UL	Sip Thru Lid, 1000/case	ст	\$10.49
130	Dixie 9542500DX	Dome Lid, 10/50/case	PK	\$1.88
135	Diversey 94602	Gallon Size, Ziplock, 250/bx	вх	\$21.59
138	Netchoice 416417	Heavyweight, White, Knife, 1000/case	вх	\$1.85
140	Netchoice 413995	Medium-Heavyweight White, Fork, 1000/case	вх	\$0.79
141	Netchoice 098435	16oz. Płastic Cold Cup, 20/50/case	PK	\$1.89
142	Carlisle #033305	Red, 9 1/4" x 6" Woven Basket	EA	\$0.79
143	Merit ME-274, 50/250cs	7.75" Black Bulk Straw, S0/250/case	ст	\$33.98
147	Timbar 60018	18" White Circle, 125	BD	\$23.85
149	World Centric CU-PA-12-K	12oz. Compostable Cup, 20/50/case	PK	\$3.48
150	Solo R53-J8000	Soz. Waxed Cup, 30/100/case	PK	\$2.79
152	Dixie 2338PATH	8oz. Pathways Cup, 20/50/case	РК	\$2.35

#### **GLOVES**:

Line#	Brand/Item#	Item Description	Unit of Measure	Delivered Unit Cost \$1.85	
1	Shijiazhuang Wally Plastic Co. EXAMXL	Powder-Free, Exam, Vinyl, X-Large, 10/100/case	вх		
2	Shijiazhuang Wally Plastic Co. EXAMLG	Powder-Free, Exam, Vinyl, Large, 10/100/case	BX	\$1.85	
a <sup>′</sup>	Shijiazhuang Wally Plastic Co. EXAMMD	Powder-Free, Exam, Vinyl, Medium, 10/100/case	вх .	\$1.85	
6	Shijiazhuang Wally Plastic Co. 64V3000PFXL	Powder-Free, General Purpose, X-Large, 10/100/case	вх	\$1.75	
7	Shijiazhuang Wally Plastic Co. 64V3000PFL	Powder-Free, General Purpose, Large, 10/100/case	вх	\$1.75	
10	Shijiazhuang Wally Plastic Co. 64V3000PFM	Powder-Free, General Purpose, Medium, 10/100/case	ВХ	\$1.75	

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12	Hospeco GL-P500L	Poly Food Gloves, Large, 20/500/case	ВХ	\$1.75
. 13	Shijiazhuang Wally Plastic Co. EXAMSM	Powder-Free, Exam, Vinyl, Small, 10/100/case	ВX	\$1.85
. 15	Hospeco GL-L-105-FL	Powder-Free, General Purpose, Latex, Large, 10/100/case	вх	\$3.25
16	Hospeco GL-L-105-FX	Powder-Free, General Purpose, Latex, X-Large, 10/100/case	BX	\$3.25
18	Shijiazhuang Wally Plastic Co. 34600L	Powdered, General Purpose, Vinyl, Large, 10/100/case	вх	\$1.69
20	Shijiazhuang Wally Plastic Co. 64V3000PFS	Powder-Free, General Purpose, Small, 10/100/case	BX.	\$1.78
21	Hospeco GL-L105-FM	Powder-Free, General Purpose, Latex, Medium, 10/100/case	вх	\$3.25
23	Impact 8615	Glove Box Holder, Each	EA	\$12.50
26	Hospeco GL-N135FL	Powder-Free, Exam, Blue Nitrile, Large, 10/100/case	вх	\$3.45
30	Hospeco GL-P500M	Poly Food Gloves, Medium, 20/500/case	ВХ	\$1.75
31	Hospeco GWSKDB1	String Knit Gloves. PVC Padded, One Side, 12/case	. DZ	\$3.55
34	Shijiazhuang Wally Plastic Co. 34600M	Powdered, General Purpose, Vinyl, Medium, 10/100/case	ВХ	\$1.65

## MISCELLANEOUS:

Line#	Brand/Item#	Item Description	Unit of Measure	Delivered Unit Cost
18	RCP2005CHA	Heavy-Duty Dustpan, 8 1/4" W, Polypropylene, Charcoal	EA	\$3.09
. 27	Goldenstar #AQC18CITY	Dust Mop Head, 18"x5", Yellow	EA	\$6.12
43	Goldenstar #AQE10208	Synthetic Blend Wet Mop, #20 17oz, 1 1/4" Band, Blue 12/Case	ст	\$29.54
53	Weiler #42167 **	Floor Brush, 18", Maroon, Polypropylene Fill	EA	\$9.53
59	Unger #EDPBR	Ergo Dustpan w/Broom	EA	\$45.64
61	RCPQ409BLUEA	Economy Wet Mopping Pad, Microfiber, 18", Blue	EA	\$3.58
 65	Weiler #25235	Floor Brush, Gray Polystyrene w/Black Polypropylene Center, 24"	EA	\$10.89
77	RCPQ852WHI	Hygen Quick-Connect Flexible Dusting Wand, 28 3/8" Handle	EA_	\$23.17
87	3M #083891	Buffing Pads, Red 14", 5/Case	כו	\$14.42
91	Weiler #42032	Street Broom Head, 16", Bass & Palmyra Blend Fill	EA	\$10.71
96	RCPV117	Economy Cut-End Cotton Wet Mop Head, 200z, 1" Band, White, 12/Carton	ст	\$33.50
99	Unger #SR500	Ergotek Safety Scraper, Stainless Steel, no additional blades included	EA	\$2.25

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102	Weiler #42098	Fine Sweep, 36", Silver Polystyrene Brush w/Brace	EA	\$21.93
103	GSSAST16MDPSS	Mop, Starborne, Wet, 5", Medium, Natural, 12/CT	σ	\$65.51
106	Impact #7300B	Disposable Dust Masks 50/Box	BX	\$5.28
119	RCPQ755	Hygen Quick-Connect Extension Handle, 48-72", Yellow/Black	EA	\$12.73
123	PG #21620	360 Duster Refill, 6/Box 4Bx/Case	ВХ	\$38.31
132	RCPQ550	Wall/Stairs Quick Connect Frame, 11W X 3 1/2D, Yellow	EA	\$11.29

#### HAND SOAP:

			Unit of	Delivered
Line#	Brand/Item#	Item Description .	Measure	Unit Cost
1	Gojo 9752-12	Micrell Antibacterial Lotion Soap, Light Scent, 80z Pump	EA	\$2.11
5	Goja 3639-12	Instant Hand Sanitizer W/Aloe, 12-Oz. Pump Bottle	EA	\$4.25
7	Goja 9127-12	Gold & Klean Lotion Soap Bag-In-Box Dispenser Refill, Floral Balsam, 800MI	EA	\$3.02
12	Gojo 9652-12	Advanced Instant Hand Sanitizer, 80z Pump Böttle, 12/Carton	ст	\$31.35
14	Gojo 3639-12	Instant Hand Sanitizer W/Aloe, 12-Oz. Pump Bottle	· EA	\$4.25
19	Colgate 201900	Moisturizing Hand Soap W/Aloe, Liquid, 1Gal Refill Bottle	EA	\$9.45
21	Gojo 7556-02	Natural Orange Pumice Hand Cleaner Refill, Citrus Scent, 5000Ml, 2/Carton	ст	\$42.58
28	GOJ518503EA	Foaming Handwash W/Moisturizers, Cranberry Foaming Refill, 1250MI	EA	\$8.60
29	GOJS18603CT	Foam Handwash, Moisturizer, Light Floral, Fmx-12 Dispenser, 1250Ml Pump, 3/Carton	ст	\$28.35
30	DEB57220	Deb Soap, Hand & Body, Aeroblue, 1Lt, 8/Carton	СТ .	\$39.90
32	GOJ518503CT	Foaming Handwash W/Moisturizers, Cranberry Foaming Refill, 1250Ml, 3/Carton	ст	\$26.45
33	GOJ216508EA	Nxt Green Seal Certified Hand Wash Refill, Unscented, 1000Ml	EA	\$4.98
34	GOJ518603EA	Foam Handwash, Moisturizer, Light Floral, Fmx-12 Dispenser, 1250Ml Pump	EA	\$9.86

#### 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.

Page 16 of 18

Contractor Initials

## EXHIBIT C SPECIAL PROVISIONS

There are no other special provisions of this contract

Page 17 of 18

Contractor Initials <u>(</u>

Date 5

### EXHIBIT D

RFB #2068-18 is incorporated here within.

Page 18 of 18

Contractor Initials Date 5/1/8

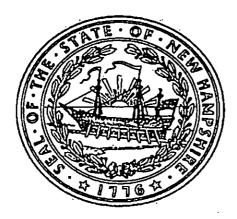
# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTRAL PAPER PRODUCTS CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 21, 1948. 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: 6705

Certificate Number: 0004095013



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2018.

William M. Gardner

Secretary of State



#### **CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of Central Paper Products Co./Division of Imperial Dade, Inc. held on January 8, 2018 at which all the Directors were present or waived notice, it was voted that Matthew J. Kfoury, Vice President of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by Matthew J. Kfoury, shall be binding upon this company.

A TRUE COPY ATTEST:

Date of this Contract

I hereby certify that I am the Clerk of Central Paper Products Co., Inc., that Matthew J. Kfoury is duly elected Vice President of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS ST DAY OF

Notary Public

My Commission Expires 08/0.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2018

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

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fills of New York, Inc. /o 26 Century Blvd -O. Box 305191						PHONE [AG. No. Exit 1-877-945-7378 FAX [AG. No. Exit 1-877-945-7378 [AG. No.]: 1-888-467-2378  E-MAIL ADDRESS: certificates@willis.com						
						achville, TN 372305191 USA					<u> </u>	
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	City, NJ 07306				INSURE							
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rep1	nistrative Services				AUTHO	RIZED REPRESE	NTATIVE "					
luce	au of Purchase and Property	•		•	"""							
25 C	apitol Street, Room 102					Delanie	H. K. b.					
Conc	ord, NB 03301											
				<del>_</del>		Ø 19	988-2015 AC	ORD CORPORATION.	All righ	ts reserved		



## **EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**

DATE (MM/DDYYYY) 05/01/2018

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS E THE COVERAGE ASSOCIATED BY THE POLICIES BELOW.	VIDI	ENC	E D	DES NOT AFFIRMATIVELY OR NEGATIVEL	Y AMEND, EXTEND OR ALTER				
THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE				NCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN JCER, AND THE ADDITIONAL INTEREST.					
PRODUCER NAME, CONTACT PERSON AND ADDRESS IA/C, No. Extl: 1-877-945-7378				COMPANY NAME AND ADDRESS	NAIC NO: 19437				
Willis of Michigan, Inc.				Lexington Insurance Company					
c/o 26 Century Blvd				100 Summer Street					
P.O. Box 305191				Boston, MA 02110	·				
Nashvilla, TN 372305191 USA									
FAX (AC, No): 1-888-467-2378 E-MAN ADDRESS: Certificates@willis.c	06			F MULTIPLE COMPANIES, COMPLETE	SEPARATE FORM FOR EACH				
CODE: SUB CODE:				FOUCY TYPE Commercial Property					
AGENCY CUSTOMER ID 4:				<del> </del>					
NAMED INSURED AND ADDRESS Emperial Beg 6 Paper Co. LLC				LOAN NUMBER	POLICY NUMBER 011144548				
Attm: Faul M. Carvino 255 Route 1 & 9					011146348				
Jersey City, BJ 07306				EFFECTIVE DATE	CONTINUED UNTIL				
				THIS REPLACES PRIOR EVIDENCE DATED:	TERMINATED IF CHECKED				
ADDITIONAL NAMED INSURED(S)				The repeated with the second street.					
PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)  BUILDING OR BUSINESS PERSONAL PROPERTY LOCATION/DESCRIPTION RZ: RFB 2068-18 Janitorial Supplies.  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 EVIDENCE OF PROPERTY INSURANCE 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.									
COVERAGE INFORMATION PERILS INSURED	BA:	SIC	$\Box$	BROAD X SPECIAL					
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$	• • 1 :	0,0	00,	000	DED: \$25,000				
	YES	ю	NVA						
BUSINESS INCOME RENTAL VALUE	×			If YES, LIMIT: 12,000,000 X A	ctual Loss Sustained; # of months; 12				
BLANKET COVERAGE	×		İ	If YES, indicate value(s) reported on property identif	led above: \$ 37,250,000				
TERRORISM COVERAGE	×			Attach Disclosure Notice / DEC					
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		×							
IS DOMESTIC TERRORISM EXCLUDED?	$\vdash$	×		-	·				
LIMITED FUNGUS COVERAGE			x	HYES, LIMIT:	DED:				
FUNGUS EXCLUSION (If "YES", specify organization's form used)	×	_							
REPLACEMENT COST	×		Г	· · · · · ·	·				
AGREED VALUE	×		Г						
COINSURANCE	<u> </u>	×	┢	HYES. %					
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ORDINANCE OR LAW - Coverage for loss to undernaged portion of bldg	×	┞	$\vdash$	HYES, LIMIT: Included	DED:				
- Demolition Costs	×	Н	$\vdash$	HYES, LIMIT: Included	OED:				
- Incr. Cost of Construction	×	Т		HYES, LIMIT: Included	DED:				
EARTH MOVEMENT (If Applicable)	×	$\vdash$		If YES, LIMIT: \$10,000,000	DED: \$100,000				
FLOOD (If Applicable)	×	$\vdash$		If YES, LIMIT: \$10,000,000	DED: \$100,000				
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HOLDER PRIOR TO LOSS	<del>-</del>			<del>-</del>					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES IN DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION	BE ONS.	CAN	ICE	LED BEFORE THE EXPIRATION DATE	THEREOF, NOTICE WILL BE				
ADDITIONAL INTEREST									
	S PAY	ree.		LENDER SERVICING AGENT NAME AND ADDRESS					
MORTGAGEE									
NAME AND ADDRESS									
The State of New Hampshire									
Administrative Services				AUTHORIZED REPRESENTATIVE					
Bureau of Purchase and Property									
25 Capitol Street, Room 102				deri delab					
Concord. ME 03301			_		PORATION. All rights reserved.				

The ACORD name and logo are registered marks of ACORD SR ID: 16084933



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DOMYYY)

05/16/2018

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					•		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of	the policy, certain p	olicies may	IAL INSURED proguire an endo	provisions or present. A	be endorsed. statement on		
this certificate does not confer rights to the certificate holder in lieu of		s).					
PRODUCER Willis of New York, Inc.	CONTACT NAME:			7.0			
c/o 26 Century Blvd	PHONE IAIC, No. Exit: 1-877			FAX (A/C, No); 1-88	8-467-2378		
P.O. Box 305191	E-MARL ADDRESS: Certifi		.a , com				
Nachville, TN 372305191 USA			DING COVERAGE		NAIC #		
	INSURER A: Great			ny	20303		
MSURED	INSURER B : Pennsy				n 12262		
Cantral Paper Co. Division of Imperial Bay & Paper Co.	INSURER C :						
255 Route 1 6 9 Jersey City, NJ 07306							
· · · · · · · · · · · · · · · · · · ·	INSURER D :						
•	DISURER E :		**		<del>- </del>		
COVERAGES CERTIFICATE NUMBER: #6175309	INSURER F		REVISION NUM	MRED.			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H	AVE BEEN ISSUED TO				DLICY PERIOD		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAV	N OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH	H RESPECT TO	WHICH THIS		
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B ANYPROPRIETOR/PARTNER/EXECUTIVE NO.			E.L. EACH ACCIDE	e Th	1,000,000		
(Mandatory in NH)	-0  06/30/2017	06/30/2018	E.L. DISEASE - EA I	EMPLOYEE 1	1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below	j		E.L. DISEASE - POL		1,000,000		
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DESCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (ACORD 101, Additional Remarks School RE: RFB 2058-18 Janitorial Supplies.	iule, may be attached if mor	re apace la requir	od)				
·							
CERTIFICATE HOLDER	CANCELLATION						
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Administrative Services	AUTHORIZED REPRESE	NTATIVE		· · · · · · · · · · · · · · · · · · ·	<del></del>		
Bureau of Purchase and Property							
25 Capitol Street, Room 102	Delani	H. Kbds					
Concord, NH 03301	7,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4						

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