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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 22, 2023

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 **Sole Source** amendment to an existing contract (Contract #8003078) with W.B Mason Co., Inc. (VC#174526), Brockton, MA, for paper bags for liquor stores by increasing the price limitation by $1,544,813.35 from $1,500,000.00 to $3,044,813.35 and by extending the completion date from May 31, 2023 to May 31, 2024 effective upon Governor and Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on May 26, 2022.

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

EXPLANATION

This request is **Sole Source** because the requested increase to the price limitation is greater than a factor of 10%.

The Department of Administrative Services determined the current price limitation was not adequate to support the current contract (Contract #8003078) and reached out to the end-user agency, the New Hampshire Liquor Commission, to discuss the current price limitation and review the anticipated spend for this requested one year extension. The Liquor Commission anticipates an additional two retail locations will be opening in State Fiscal Year 2023 and 2024 in the State of New Hampshire. Anticipated spend for current liquor store locations is $1,287,344.46. This requested price limitation also includes a 10% allowance for balance of product per each additional store opening, or $257,468.89, resulting in a forecasted total of $1,544,813.35 in additional funds needed for a one year extension.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for information (RFI) 2023-323 on December 5, 2022 with responses due on December 15, 2022. There were two responses received, one of which was compliant, yet provided higher costs overall than our current contract (Contract #8003078) with W.B Mason Co., Inc. This RFI indicates an approximate cost savings of $111,463.77 to continue with W.B Mason Co., Inc. for this requested extension because of the financial beneficial to the State of New Hampshire.

W.B Mason Co., Inc., under the existing contract (Contract #8003078), has agreed to keep the same pricing, terms, and conditions for a contract extension for the period June 1, 2023 through May 31, 2024, per the language of the current contract.

Contract financials	
Original contract price limitation	$1,500,000.00
Add change affected by first amendment	$1,287,344.46
Balance of product line for additional two stores opening SFY23/24	$257,468.89
Requested price limitation	$3,044,813.35

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** amendment with W.B Mason Co., Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

FIRST AMENDMENT TO THE CONTRACT
BETWEEN W.B Mason Co., Inc. AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PAPER BAGS LIQUOR STORE SERVICES
CONTRACT # 8003078

This First Amendment (hereinafter referred to as the "Amendment"), dated this 28th day of February, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and W.B Mason Co., Inc. (hereinafter referred to as "the Contractor") for Paper Bags Liquor Store Services.

WHEREAS, pursuant to an agreement effective June 1, 2022 set to expire May 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain paper good replenishment services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 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 May 31, 2024

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $3,044,813.35

3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on May 26, 2022, shall remain in full force and effect.

Contractor Initials: AOA
Date: 2/28/23

WB MASON CO INC

By: _____

Daniel Orr Jr.
(Print Name)

Title: Senior V.P.

Date: 2/28/23

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 3-16-23

OFFICE OF THE ATTORNEY GENERAL

By: _____

Talesha Rakhsnetova
(Print Name)

Title: Assistant Attorney General

Date: 8/21/22

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: _____
Date: 02/28/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that W. B. MASON CO., INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 05, 2002. 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: **420277**

Certificate Number: **0005883074**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of October A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY
(For Corporations Only)

February 28, 2023
(Current Date)

At a meeting of the Directors of the W.B. Mason Co. Inc.
(Name of Corporation)
duly called and held at 59 Centre St. Brockton, MA 02301

on the 15th day of January, 2021, at

which a quorum was present and acting, it was VOTED, that

Daniel Orr Jr.
(Name)
the Senior Vice President of this corporation is hereby
(Office)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this

corporation a contract for Liquor Bags contract#8003078

(Describe Service)

I do hereby certify that the above is a true and correct copy of the record, that

said vote has not been amended or repealed and is in full force and effect as of this date,

and that Daniel Orr Jr.
(Name)
is the duly elected Senior Vice President
(Office)
of this corporation.

Attest:

(Affix Corporate Seal Here)

Steve Greene
(Clerk) (Secretary) of the Corporation
Steve Greene

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/04/2022

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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0109
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Starr Indemnity & Liability Company	38318
INSURER C:	Hartford Underwriters Insurance Company	30104
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
W.B. MASON CO., INC.
59 Centre Street
Brockton MA 02301 USA

COVERAGES CERTIFICATE NUMBER: 570095895985 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			08CSE539805	09/30/2022	09/30/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Gen Agg Cap Limit	$10,000,000
A	AUTOMOBILE LIABILITY			08 CSE 539802	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
							Uninsured Motorist	$300,000
B	UMBRELLA LIAB X OCCUR			1000589559221	09/30/2022	09/30/2023	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WNS39800	09/30/2022	09/30/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				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 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capitol St., Room 102
Concord, NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570095895985

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STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: April 16, 2022

CONTRACT FOR: Paper - Liquor Bags

CONTRACT #: 8003065

COMMODITY/NIGP CODE: 640-4500

CONTRACTOR: WB Mason Co Inc.

VENDOR CODE #: 174526

SUBMITTED FOR ACCEPTANCE BY:

Loretta M. Razin

Digitally signed by Loretta M. Razin
Date: 2022.04.19 14:37:37 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div. Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.05.26 09:23:02 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-26-22

Form Revised 5/21/2021 GSL

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

DAS Commissioners Office
State House Annex,
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide contract with WB Mason Co Inc. (VC#174526) of Brockton, MA, in the amount of $1,500,000.00 for Paper Liquor Bags. The term shall be effective upon Commissioner approval through May 31, 2023 with the option to extend for two (2) additional one-year extension terms.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Bid 2601-22 on April 12, 2022 with responses due on Aril 19, 2022. There was one compliant responses received by WB Mason Co Inc. submitting lowest compliant pricing.

Due to market conditions the existing contractor, Swish White River LTD, was unable to continue with the contract. The State and Swish White River LTD agreed to mutually terminate the contract. After receiving feedback from the vendor base it was agreed to issue a new bid for a one year term to see what the market conditions continue to do.

FINANCIALS

The following contract for paper liquor bags represents an annual increase of approximately $346,000.00, or 47%. The paper market, along with shipping costs, has created historic increases in the market. DAS and Liquor Commissioner evaluated the pricing increase and agreed to award one year term.

Financial Data:
Prior Contract Spend by Category: *$725,868.00*

New Contract Cost:
Canned Dry Non Perishable *$1,071,961.96*

Total Cost Increase: ***$346,093.96 or 47.68%***

CLOSING

Based on the foregoing, I am respectfully recommending approval of the contract with WB Mason Co Inc.

Respectfully submitted,

Gary S. Lunetta
Director, Division of Procurement &
Support Services

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 WB Mason Co Inc (174526)		1.4 Contractor Address 59 Centre Street Brockton MA 02303	
1.5 Contractor Phone Number 888-926-2766	1.6 Account Number Various	1.7 Completion Date May 31, 2023	1.8 Price Limitation $1,500,000.00
1.9 Contracting Officer for State Agency Loretta Razin, Purchasing Manager		1.10 State Agency Telephone Number 603-271-1451	
1.11 Contractor Signature Date: 5/6/22		1.12 Name and Title of Contractor Signatory Daniel Orr Jr. – Senior V.P.	
1.13 State Agency Signature Date: 5/26/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5/6/22

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials [illegible]
Date 5/6/14

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials: [illegible]
Date: 5/6/22

this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter thereof.

Contractor Initials: [illegible]
Date: 5/6/22

EXHIBIT A

SPECIAL PROVISIONS

1. Delete Provision 14. Insurance of Form P-37 in its entirety.
2. Delete Provision 15. Worker's Compensation of Form P-37 in its entirety

Contractor Initials: [illegible]
Date: 5/6/13

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

WB Mason Co Inc (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 Paper Liquor Bags in accordance with the bid submission in response to State Request for Bid 2601-22 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions: General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 22601-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2601-22".

3. TERM OF CONTRACT

The term of the contract shall commence June 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of one (1) year.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed three (3) years.

4. SCOPE OF WORK

PRODUCT SPECIFICATIONS:

Contractor may offer more than one brand of bag for this contract providing that the bags offered meet the specifications noted below. All bag stock to be recycled Kraft, basis weights and bundle packaging as specified in chart below.

Contractor Initials RPL
Date 5/6/22

BAG SIZE	STOCK NUMBER	Basis Weight	Face	Tuck	Length	Pack Qty
QUART	72682	40 Lb	4-1/2"	2-1/2"	16"	500
#10 HD	72683	60 Lb	6-1/2"	4-1/16"	13-5/16"	400
#20 HD	72684	60 Lb	8-3/16"	5-1/4"	16"	400
1/8 SACK	18074	57 Lb	9.75"	6"	16"	500

ADDITIONAL REQUIREMENTS:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

Contractor Initials [illegible]
Date 5/6/22

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited. If sub-contractors are to be utilized, Contractor shall provide 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. Approval by the State must be received prior to a sub-contractor starting any work.

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 provide strictly pursuant to, and in conformity with, the specifications described in State RFB #2601-22, 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.

Contractor Initials: DSD
Date: 5/6/22

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Paper Liquor Bags in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $1,500,000.00; 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 1.8.

2. PRICING STRUCTURE

BAG SIZE	STOCK NUMBER	Basis Weight	Face	Tuck	Length	Pack Qty	DELIVERED PRICE PER BAG
QUART	72682	40 Lb	4-1/2"	2-1/2"	16"	500	$0.035686
#10 HD	72683	60 Lb	6-1/2"	4-1/16"	13-5/16"	400	$0.094857
#20 HD	72684	60 Lb	8-3/16"	5-1/4"	16"	400	$0.117929
1/8 SACK	18074	57 Lb	9.75"	6"	16"	500	$0.161571

3. PRICE ADJUSTMENTS:

Contractor shall be permitted to request price increases biannually, with any adjusted pricing taking effect on January 1 and July 1. Requests for price increases must be received in writing at Bureau of Purchase & Property (25 Capitol Street, Concord NH 03301) 20 calendar days prior to the proposed effective date as listed above.

Documentation of the increase from the mill or manufacturer must accompany the request to support the amount (%) of the requested increase.

The increase for any item shall meet the price increase of the mill but not exceed 9% and in no case shall it exceed the documented percentage of increase levied on the contractor by the mill. Requests for price increases may only be based on increased mill prices and not on fuel costs, regulatory, charges or any other type of surcharge or administrative cost. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Contractor shall also pass on to the State any price decreases quarterly with adjusted pricing also taking effect on December 1, March 1, June 1 and September 1.

Contractor Initials: [illegible]
Date: 5/6/22

The Purchase and Property will monitor other information sources to confirm that contract paper prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract if deemed to be in its best interest.

4. **MINIMUM ORDERS:**

There is no minimum order requirements.

5. **DELIVERY:**

Contractor shall be required to accomplish delivery of any item ordered under the contract within seven (7) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

6. **INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the using agency under agreement.

7. **PAYMENT**

Payments may be made via P-Card unless otherwise specified by the State of New Hampshire.

Contractor Initials: UA
Date: 5/6/22

EXHIBIT D

RFB #2601-22 is incorporated here within.

Contractor Initials: [illegible]
Date: 5/6/22

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of W.B. Mason Co. Inc.
(insert full name of Corporation)

2. corporation, and that Daniel Ore Jr.
(insert the name of officer who signed the contract and bonds)

3. is duly elected Senior V.P.
(insert the title of the officer in line 2)

4. of said corporation, and that on January 15, 2021
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. Daniel Ore Jr. the Senior V.P.
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: Steve Greene AFFIX CORPORATE
(Signature of Clerk or Secretary)* SEAL HERE

7. Name: Steve Greene
(Please print or type name in line 6)*

8. Date: May 18, 2020
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds)

*The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.