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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
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

August 13, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract (Contract #8003708) with W.B. Mason, Co., Inc. (VC# 174526), Brockton, MA, for bulk and non-bulk laundry chemicals in an amount up to and not to exceed $341,534.46 with the option to extend for up to an additional two years effective upon Governor and Executive Council approval through July 31, 2030.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3050-26 for Laundry Chemicals on June 19, 2025, with responses due on July 8, 2025. The RFB reached seventy-eight (78) vendors through the NIGP registry with an additional six (6) directly sourced. There was one compliant response received with W.B. Mason Co., Inc, submitting the lowest cost in total.

Upon approval W.B. Mason Co. Inc would supply laundry chemicals to the New Hampshire Hospital, all Department of Correction locations as well as the Glencliff home for the elderly and New Hampshire Veterans home, with firm fixed pricing for five years to process in-house laundry services for its residents. The requested price limitation is $341,534.46 and includes a vendor allowance of $56,922.41, or 20%, for unanticipated expenses. This contract also reflects a 2% overall cost decrease when compared to the current contract (Contract #8002894). Seven additional products have also been added to this contract that were currently purchased under the balance of product line, providing additional cost savings for the most frequently purchased products. W.B. Mason Co., Inc. has previously installed pumps on all laundry equipment that allows consistent cleaning mechanisms for maximum efficiency, with pre-set fill amounts for detergents, softeners and bleach to reduce overfill and waste.

Contract financials	
Estimated annual spend	$56,922.41
Estimated 5-year term spend	$284,612.05
Add allowance for balance of product line (20%)	$56,922.41
Price limitation	$341,534.46

The Department of Administrative Services (DAS) has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Laundry Chemicals Bulk and Non-Bulk	Agency	Statewide
RFB#	3050-26	Requisition#	
Agent Name	Carrie Martin	Bid Closing	7/8/2025 @ 11:00 AM

Indicates Award:

Qty.	UOM	Product Description	WB Mason		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
88	EA.	Endure Built Detergent, 15 Gal.	$212.23	$18,676.24	$219.30	$19,298.40
64	EA.	Endure Bleach, 12.5% Sodium Hypochlorite, 15 Gal	$71.99	$4,607.36	$63.90	$4,089.60
63	EA.	Endure Sour, 15 Gal	$93.72	$5,904.36	$96.90	$6,104.70
66	EA.	Endure Softener, 15 Gal	$123.97	$8,182.02	$128.10	$8,454.60
0	EA.	Frontier Alkali, 15 gal.	$155.99	$0.00	$0.00	$0.00
20	EA.	Frontier Enzyme Detergent, 2 x 2.5 Gal	$71.77	$1,435.40	$74.15	$1,483.00
60	EA.	Frontier Enzyme Detergent, 15 Gal	$192.45	$11,547.00	$222.45	$13,347.00
7	EA.	Oxalic Acid 25#	$76.99	$538.93	$109.49	$766.43
0	EA.	Charged 5 Gal	$99.45	$0.00	$0.00	$0.00
10	EA.	Command Powder 50#	$70.97	$709.70	$64.45	$644.50
35	EA.	Ultra Reclaim Step 1, 20#	$45.99	$1,609.65	$23.60	$826.00
0	EA.	Ultra Reclaim Step 2, 20#	$43.27	$0.00	$0.00	$0.00
0	EA.	OxyDet Powdered Detergent, 50 lb.	$81.45	$0.00	$96.06	$0.00
30	EA.	B-Gone Grease & Oil	$24.07	$722.10	$0.00	$0.00
32	EA.	Solid Built Detergent, 2 x 5.5 lb.	$55.95	$1,790.40	$53.69	$1,718.08
15	EA.	Solid Alkali, 2 x 5 lb.	$79.95	$1,199.25	$74.75	$1,121.25
0	EA.	Solid Destainer (Bleach) 2 x 5.75 lb.	$108.37	$0.00	$0.00	$0.00
0	EA.	Solid Sour, 2 X 5 lb.	$152.74	$0.00	$0.00	$0.00
		Sub Total		$56,922.41		$57,853.56

Estimated annual	$56,922.41	**Expiring contract annual**	$57,853.56
Estimated term	$284,612.05	**Expiring contract term**	$289,267.80
Add allowance for	$56,922.41	**Cost decrease**	$4,655.75
Recommended	$341,534.46	**Delta: new vs. expiring**	2%

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary		
Statewide Contract or Amendment	Contract	
Term of Contract	5 Years	
Price Limitation	$341,534.46	
Number of Compliant Solicitations Received	1	
Number of Sourced bidders	7	
Number of NIGP Vendors Sourced	77	
Number of non-responsive bidders	83	
P-37 Checklist Complete	Yes	
D&B Report Attached	Yes	
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes	
Method of Payment (P-card/ACH)	P-Card	
FOB Delivered	Yes	
Expiring Contract Price Limitation	$289,267.80	
Total Cost Decrease	$4,655.75	2%
Special Notes: Each agency has a pump installed to provide pre-measured Detergents, softeners and bleach that allows consistant cleaning mechanisim as well as reduce waste with over pours. Any new supplier would have the one time expense of purchasing and installing these pumps at no charge to the state. This prompted the bid was put out as a 5 year contract to allow any new supplier proper ROI. WB Mason is the encumbent supplier and apon approvalwill maintain firm pricing for 5 years. In addition to adding 7 more items that were currently purchased under the balance of product line and will allow the agency to lower cost with fim pricing for these additional items.		

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name W.B Mason Co., Inc.		1.4 Contractor Address 59 Centre Street Brockton, MA 02303	
1.5 Contractor Phone Number 603-365-6656	1.6 Account Unit and Class Various	1.7 Completion Date July 31, 2030	1.8 Price Limitation $341,534.46
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 7/30/25		1.12 Name and Title of Contractor Signatory Daniel Orr Jr. – Senior V.P.	
1.13 State Agency Signature Date: 9-4-25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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: Christen Lavers		On: 9/4/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DOL

Date 7/30/25

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, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AA

Date 7/20/25

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials ____

Date 7/30/25

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. 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 hereof.

Contractor Initials AJA

Date 7/30/25

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials DMB
Date 7/30/25

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. W.B. 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 Laundry Chemicals (Bulk and Non-Bulk) items in accordance with the bid submission in response to State Request for Bid #3050-26 and as described herein.

2. CONTRACT DOCUMENTS:

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

2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37

2.1.2. EXHIBIT A Special Provisions

2.1.3. EXHIBIT B Scope of Services

2.1.4. EXHIBIT C Method of Payment

2.2. 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: Form Number P-37 as modified by EXHIBIT A "Special Provisions", EXHIBIT B "Scope of Services", EXHIBIT C "Method of Payment".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on August 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2030, a period of approximately five (5) years.

3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.

3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

5.2. All equipment is to be supplied, installed and maintained at no cost to the State of New Hampshire.

5.3. Regular monthly service on all contractor's equipment is to be accomplished at no additional cost to the State of New Hampshire. Monthly titration readings are to be taken by the contractor and supplied to the Laundry Supervisor.

5.4. No additional deposits for drums.

5.5. The contractor will be responsible for adhering to the ozone contractor at each location. This includes but is not limited to complete compliance with the amount of laundry chemicals being dispensed at each location. At no point will the contractor make chemical decisions that supersede the ozone contractor.

5.6. The contractor must have trained and knowledgeable personnel on staff who can provide technical assistance to State personnel when requested. In the event of chemical pump failure, repair or replacement is required within 24 hours of the contractor being notified of the failure.

5.7. Yearly in-service training for employees or as needed requested by supervisors.

5.8. Contact name and telephone number for emergency use

5.9. SDS sheets to be supplied with deliveries

5.10. All wash results to be guaranteed with total re-wash not to exceed 2.5%

5.11. Contractor shall base their price per 100 pounds and must maintain this rate during the entire contract period.

5.12. **The New Hampshire Hospital** washes approximately 400,000 pounds of laundry annually. The Hospital building houses seven (7) "home style" washing machines – one for each patient care unit. These machines require automatic soap injection pumps that operate using 2 ½ gallon detergent containers. The pumps are hard-wired into the washing machine start switches.

Contractor Initials AL

Date 7/30/25

5.13. **The Glencliff Home for the Elderly** washes approximately 400,000 pounds of laundry annually. Glencliff Home houses three (3) "home style" washing machines – each located in a separate building.

5.14. **New Hampshire Veterans Home:** The Veterans washes approximately 141,380 pounds of laundry annually. New Hampshire Veterans home has (1) 65lb capacity UniMac Washer, (1) 100lb capacity UniMac Washer, (2) 60lb capacity UniMac Washers and (1) 45lb capacity UniMac Washers.

5.15. **Department of Corrections:** Washes approximately 1,720,320 pounds of laundry between their three facilities. Four (4) 100lb capacity Unimac washers at the men's prison, one (1) 25 lb. and one (1) 60lb capacity Milnor washers at the women's prison and six (6) 100 lb. and two (2) 55lb capacity Milnor washers at the Berlin facility.

5.16. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

5.17. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).

5.18. 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. Approval by the State must be received prior to a sub-contractor starting any work.

5.19. 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).

5.20. 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.

5.21. 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.

5.22. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

5.23. 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.

5.24. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

5.25. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

5.26. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

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5.27. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery.

5.28. Product information must be clearly identified on packaging.

5.29. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

5.30. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

5.31. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.

5.32. Deliveries missed due to inclement weather, breakdowns or other unforeseen conditions must be rescheduled to the next business day.

5.33. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.

5.34. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.

6. BACKORDERS AND SUBSTITUTIONS:

6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

7. RETURNED GOODS:

7.1. The Contractor shall provide credit and/or replacement of products that are delivered outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of the product rather than return items to them with no charge to the State if products are delivered outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

8. DELIVERY LOCATIONS:

8.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants:

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Glencliff Home for the Elderly
393 High Street
Glencliff, NH 03238

NH State Hospital – Laundry
127 Pleasant Street
Concord, NH 03301

General Services
25 Capitol Street
Concord, 03301

NH State Prison Warehouse
3 McGuire St.
Concord NH 03301

NH Veterans Home
139 Winter Street
Tilton, NH 03276

NH Correctional Facility Women
317 Mast Rd.
Goffstown, NH 03045

Northern Correctional Facility
138 East Milan Rd.
Berlin NH 03570

Sununu Youth Services
Center 1056 North River Road
Manchester, NH 03104

9. DELIVERY:

9.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

9.2. The use of a private carrier to make deliveries does not relieve the Contractor from the responsibility of meeting the delivery requirement.

10. ADDITIONAL REQUIREMENTS:

10.1. 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).

10.2. 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.

10.3. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

10.4. 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.

10.5. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

10.6. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

11. ACCOUNT REPRESENTATIVE:

11.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

11.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

11.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

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11.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.

11.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

12. USAGE REPORTING:

12.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Carrie Martin and sent electronic to Carrie.L.Martin@das.nh.gov . At a minimum, the Report shall include:

12.1.1. Contract Number

12.1.2. Utilizing Agency and Eligible Participant

12.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

12.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

12.1.4.1. Percentage of recycled materials contained within finished products

12.1.4.2. Percentage of waste recycled throughout the manufacturing process

12.1.4.3. Types and volume of packaging used for transport

12.1.4.4. Any associated material avoided and/or recycled as applicable under contract

12.1.4.5. A standardized reporting form will be provided after the contract award

12.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

12.1.6. Preferred in Excel format

13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

13.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3050-26, as described herein, and under the terms of this Contract.

13.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

13.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

13.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

13.5. 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.

13.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

14.1. 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.

15. CONFIDENTIALITY & CRIMINAL RECORD:

15.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

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EXHIBIT C - METHOD OF PAYMENT

16. CONTRACT PRICE:

16.1. The Contractor hereby agrees to provide Laundry Chemicals (Bulk and Non-Bulk) in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $341,534.46; 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.

17. PRICING STRUCTURE:

UOM	Product Description	WB Mason Unit Cost
EA.	Endure Built Detergent, 15 Gal.	$212.23
EA.	Endure Bleach, 12.5% Sodium Hypochlorite, 15 Gal	$71.99
EA.	Endure Sour, 15 Gal	$93.72
EA.	Endure Softener, 15 Gal	$123.97
EA.	Frontier Alkali, 15 gal.	$155.99
EA.	Frontier Enzyme Detergent, 2 x 2.5 Gal	$71.77
EA.	Frontier Enzyme Detergent, 15 Gal	$192.45
EA.	Oxalic Acid 25#	$76.99
EA.	Charged 5 Gal	$99.45
EA.	Command Powder 50#	$70.97
EA.	Ultra Reclaim Step 1, 20#	$45.99
EA.	Ultra Reclaim Step 2, 20#	$43.27
EA.	OxyDet Powdered Detergent, 50 lb.	$81.45
EA.	B-Gone Grease & Oil	$24.07
EA.	Solid Built Detergent, 2 x 5.5 lb.	$55.95
EA.	Solid Alkali, 2 x 5 lb.	$79.95
EA.	Solid Destainer (Bleach) 2 x 5.75 lb.	$108.37
EA.	Solid Sour, 2 X 5 lb.	$152.74

18. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

18.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

19. INVOICE:

19.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

19.1.1. State of NH purchase order (PO) number if applicable

19.1.2. State of NH contract number

19.1.3. State of NH ordering agency information

19.1.3.1. Name and contact information of ordering individual

19.1.3.2. Name of ordering state agency / department

19.1.3.3. Address of ordering state agency / department

19.1.3.4. Name and contact information of ordering state agency accounts payable office

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19.1.4. Date of purchase

19.1.5. Date of delivery

19.1.6. Contractor order number

19.1.7. Contractor account representative name and contact information

19.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

19.1.9. Items backordered and their delivery date

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

20. PAYMENT:

20.1. Payments may be made via P-Card.

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