

DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PLANT AND PROPERTY MANAGEMENT
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 CONCORD, NEW HAMPSHIRE 03301-6398

FROM: LAURA INGRAM, PURCHASING AGENT
 BUREAU OF PURCHASE & PROPERTY

DATE: July 17, 2020

TO: CHARLES M. ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

Commodity: Laundry Chemicals (Bulk and Non-Bulk)	Vendor: Central Paper
NIGP Code: 510-000	Agency: Statewide
Requisition #: NA	Amount Not to Exceed: \$25,000

Permission is hereby requested to waive competitive bidding connected with the following; This request being made in compliance with the requirements of RSA 21-I:11 I(a)(3) and New Hampshire Code of Administrative Rules part 600 for the following reason(s);

The Department of Administrative Services, Bureau of Purchase and Property is requesting to waive competitive bidding for the purchase of Laundry Chemicals for a period of one (1) year and enter into a contract with the incumbent Central Paper and its provisions of contract and Bid 1997-17.

As a result of Covid19 response, resources dedicated to market assessment and agency contract audits were re-assigned to manage the procurement surge for mission critical PPE. In accordance with Executive Order 2020-04, it is the departments recommendation this waiver be granted due to the nature of the contract. The contract requires the removal of all the old equipment and supplies and new equipment to be installed by the apparent lowest bidder. Having numerous crews going in and out of the state facilities creates a health risk for the residents and staff of NH Hospital, Sununu Youth Development Center, Glencliff Home, Department of Corrections and all other state agencies.

Please consider granting waiver for August 1, 2020 through July 31, 2021.

SUBMITTED FOR ACCEPTANCE BY:

Laura Ingram
 LAURA INGRAM
 BUREAU OF PURCHASE AND PROPERTY

DATE 7/20/2020

RECOMMENDED FOR ACCEPTANCE BY:

Alan Hofmann
 ALAN HOFMANN, PURCHASING MANAGER

DATE 7/20/2020

APPROVED FOR ACCEPTANCE BY:

Gary Lunetta (LAS)
 GARY S. LUNETTA, DIRECTOR
 DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7/22/20

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
 CHARLES M. ARLINGHAUS, COMMISSIONER
 DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/23/20

Hofmann, Alan S

From: Lunetta, Gary
Sent: Wednesday, July 22, 2020 10:28 AM
To: Hofmann, Alan S
Cc: Ingram, Laura
Subject: RE: LAURA'S COMMISSIONER LETTER-LAUNDRY

This is approved.

Gary Lunetta

Director - Procurement and Support Services
Department of Administrative Services
State of New Hampshire
25 Capitol Street, Concord, NH 03301
(603) 271-3606
(603)271-7564 (Fax)
Email: Gary.Lunetta@NH.Gov
<https://das.nh.gov/purchasing>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at 603-271-2201. You will be reimbursed for reasonable costs incurred in notifying us.

From: Hofmann, Alan S <Alan.S.Hofmann@das.nh.gov>
Sent: Monday, July 20, 2020 2:44 PM
To: Lunetta, Gary <Gary.S.Lunetta@das.nh.gov>
Cc: Ingram, Laura <Laura.J.Ingram@das.nh.gov>
Subject: LAURA'S COMMISSIONER LETTER-LAUNDRY

Good Afternoon,

Please review and approve

Regards,

Alan Hofmann
Purchasing Manager – Commodities
State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301
(603) 271-2550
Email: alan.hofmann@das.nh.gov
<https://das.nh.gov/purchasing>

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

DATE: 8/15/17

CONTRACT #: 8002198

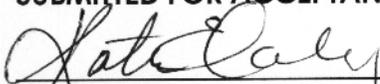
NIGP CODE: 510*

CONTRACT FOR: Laundry Chemicals

CONTRACTOR: Central Paper Products Co.

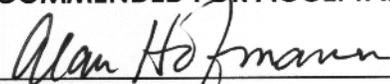
VENDOR CODE #: 154087

SUBMITTED FOR ACCEPTANCE BY:


KATIE DALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

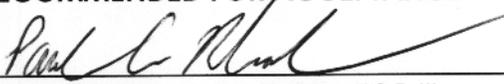
DATE 8/15/17

RECOMMENDED FOR ACCEPTANCE BY:


ALAN HOFMANN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

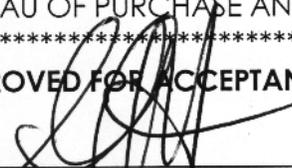
DATE 8/10/17

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

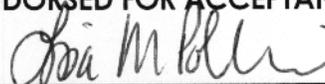
DATE 8/17/17

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY

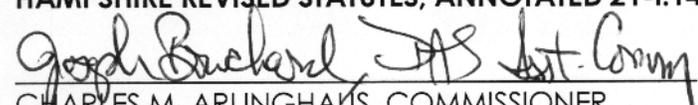
DATE 8/17/17

ENDORSED FOR ACCEPTANCE BY:


LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8-17-17

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 8-17-17

Subject: Laundry Chemicals and Services

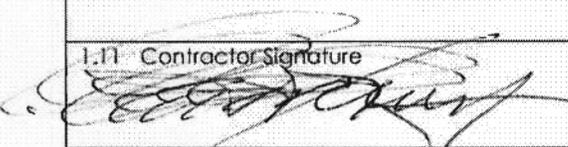
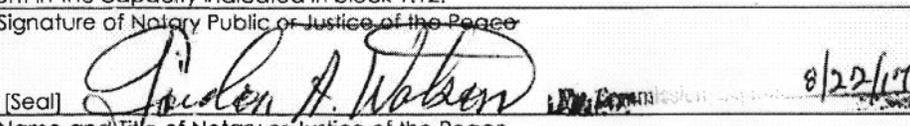
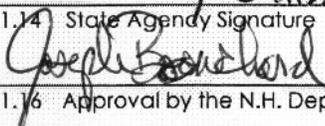
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Central Paper Products, Co. VC:154087		1.4 Contractor Address 350 Gay Street Manchester, NH 03103	
1.5 Contractor Phone Number 800-339-4065	1.6 Account Number N/A	1.7 Completion Date July 31, 2020	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Katie Daley, Purchasing Agent		1.10 State Agency Telephone Number (603)271-3135	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MATTHEW J. Kfoury PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>AUGUST 9, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace GORDON A. WATSON			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner JOSEPH BONCHARD Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Central Paper Products Co. (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 and Services in accordance with the bid/proposal submission in response to State Request for Bid #1997-17 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1997-17

3. TERM OF CONTRACT

This contract shall commence on August 1, 2017 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on July 31, 2020, a period of approximately three (3) years.

4. SCOPE OF WORK

The Contractor will be responsible for replacing and servicing any and all equipment needed for their product line(s), i.e. soap/detergent dispensers, etc., at no additional cost.

The Contractor shall be required to warranty all of the equipment awarded for a period of not less than one (1) year, or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

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.

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

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

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

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

Contractor Initials

Date

MJC
8/19/17

- a) Product Quotes
- b) Product Research
- c) Product Recommendation
- d) Product Specifications
- e) Assistance to State Agencies in finding products that best meet their needs.

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

- a) Delivery Information
- b) Product Return
- c) Invoice/Billing Issues
- d) Training on equipment and products when requested
- e) Facilitate Resolution of Product Problems

Requirements for Bulk Laundry (specifically)
New Hampshire Hospital & Glenclyff Home for the Elderly

Changes from the current chemicals being used at NH Hospital require the evaluation and approval of the "New Product Evaluation Committee" of NHH per Hospital policy, "Product Evaluation & Standardization Program".

Specifications of the current laundry chemical pump system (Beta ILS Max) must be maintained. Specifications include: pump rate of 100 ounces per minute, transport pump flow rate of 3.5 gallons per minute, and "out of chemical" alarm. The current pump(s) is supplied by the existing vendor, and must be replaced with an equivalent pump by the Contractor within fifteen (15) business days after contract award.

The seven (7) patient care unit pumps at New Hampshire Hospital and the three (3) patient care unit pumps at the Glenclyff Home for the Elderly must be supplied, maintained, and switched to new machines as necessary by the Contractor.

Replacement patient care unit pumps and the detergent containers must fit within existing "kitchen" style cabinets.

Any technician who enters patient care areas must complete a "Contractor Orientation" provided by the Hospital. This orientation takes approximately two (2) hours to complete.

The Contractor shall:

- Provide regular monthly service on all equipment 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
- Provide all equipment, supplied, installed and maintained at no cost to the State of New Hampshire
- No additional deposits for drums
- The Contractor shall 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 chemical being dispensed at each location. At no point shall the Contractor make chemical decisions that supersede the ozone contractor
- The Contractor shall 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 twenty-four (-24) hours of the Contractor being notified of the failure

- Yearly in-service training for employees or as needed requested by supervisors
- Contact name and telephone number for emergency use
- SDS sheets to be supplied with deliveries
- All wash results to be guaranteed with total re-wash not to exceed 2.5%

All services performed under this Contract shall be performed between the hours of 7:30 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 one-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 agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

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.

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.

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

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.

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

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

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.

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 all Laundry Chemical products and services strictly pursuant to, and in conformity with, the specifications described in State RFB #1997-17, 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. CONFIDENTIALITY & CRIMINAL RECORD

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.

9. 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 MAK
Date 8/9/17

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Laundry Chemical services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$100,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as July 31, 2020.

2. PRICING STRUCTURE

Bulk Laundry Chemicals

<i>NH HOSPITAL</i>				
	Dilution in Ounces	Cost per Gal	Cost per Ounce	Cost per Ounce per 100
Detergent	4.0	\$8.68	\$0.07	\$0.27
Alkali	4.0	\$7.25	\$0.06	\$0.23
Bleach	4.0	\$4.42	\$0.03	\$0.14
Sour	1.0	\$6.40	\$0.05	\$0.05
Softner	1.0	\$8.98	\$0.07	\$0.07
	Total	\$35.73	\$0.28	\$0.76
Liquid Detergent	\$75.45			
<i>GLENCLIFF</i>				
	Dilution in Ounces	Cost per Gal	Cost per Ounce	Cost per Ounce per 100
Detergent	4.0	\$11.78	\$0.09	\$0.37
Bleach	4.0	\$4.42	\$0.03	\$0.14
Sour	1.0	\$6.40	\$0.05	\$0.05
Softner	1.0	\$8.98	\$0.07	\$0.07
	Total	\$31.58	\$0.25	\$0.63

Laundry Chemicals (Non-Bulk)

Unit	Description	Unit Cost
Cs	Ecolab #16309 Dual Surge, Solid 4/8lb Caps	\$111.50
Cs	Ecolab #16009, lb Break Plus, Solid, 6/4	\$82.10

Contractor Initials MJC
Date 8/9/17

Ea	Ecolab #12083, Liquid Laundry Neutralizer/Sour, 5 Gal	\$94.90
Ea	Ecolab #16146, Laundry Destainer, 15 Gal	\$80.50
Ea	Ecolab #16159, Eco Star Sour Neutralizer, 15 Gal	\$187.50
Ea	Ecolab #15982, Tri-Star Destainer, 5 Gal	\$44.15
Cs	Ecolab #13649 Stain Away, Solid 4/8lb Caps	\$51.15
Cs	Ecolab #6100374, Stainblaster Prespotter, 4/22 oz	\$49.96
Cs	Ecolab #6100909, Stainblaster, 12/1.2 lb	\$55.50
Ea	Ecolab #6100105, Solar Brite, 15 Gal	\$311.75
Cs	Ecolab #16005, Navisour, Caps, 2/6lb	\$82.45

Balance of Product Line

During the term of contract, the state may purchase other items in relation to Laundry Chemicals from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above.

4. 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.

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

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials MJC
Date 8/9/17

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials MOJ
Date 8/9/17

EXHIBIT D

RFB #1997-17 is incorporated here within.

Contractor Initials MLK
Date 8/9/17