



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 21, 2022

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 **Retroactive** contract with HP Hood LLC (VC#174461) of Lynnfield, MA, in the amount of \$2,125,000 for dairy products (Class I & II) with the option to renew for two additional one-year periods, effective upon Governor and Council approval for the period January 1, 2023 through December 31, 2025.

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 **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid 2687-23 on September 30, 2022, with responses due on October 20, 2022. This bid reached 37 vendors through the NIGP electronic sourcing platform with an additional 6 directly sourced. The incumbent, HP Hood LLC, provided the sole compliant response.

Current contract spend	
2021 – 2022	\$447,423.63
2020 – 2021	\$457,328.37
2019 – 2020	\$524,142.84
Total	\$1,428,984.84

Forecasted contract spend	
Year 1	\$587,666.05
Year 2	\$587,666.05
Year 3	\$587,666.05
Allowance	\$362,001.85
Price limitation	\$2,125,000.00

This contract reflects a 15% overall increase when compared to the contract baseline pricing and is a result of the continued volatility in the market. This contract approval request also includes a 20% allowance for additional items that may be purchased under the contractor's balance of product line over the three-year term. The 2019-2020 data was used rather than averaging the last three years' total spend because of variances caused by the pandemic beginning in 2020. Additionally, the contract language allows for monthly price adjustments based on the USDA's nationwide data ([www.fmmone.com](http://www.fmmone.com)) which is also used in determining the forecasted spend.

Based on the foregoing, I am respectfully recommending approval of this **Retroactive** contract with HP Hood LLC.

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	Dairy Products (Class I & II)	Agency	Statewide
RFB#	2687-23	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	10/20/2022 @ 1:00 PM

<b>Product Description</b>	<b>HP Hood LLC</b>
Class I Estimated Annual Total	\$518,890.63
Class II Estimated Annual Total	\$68,775.42
<b>TOTAL</b>	<b>\$587,666.05</b>
<b>Term total</b>	<b>\$1,762,998.15</b>
<b>Balance of product line</b>	<b>\$362,001.85</b>
<b>Recommended price limitation</b>	<b>\$2,125,000.00</b>

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	3 years with the option to extend for two additional one-year terms
Price Limitation	\$2,125,000.00
Number of Solicitations Received	1
Number of Sourced Bidders	6
Number of NIGP Vendors Sourced	37
Number of Bid Declines (with reason)	0
P-37 Checklist Complete	yes
D&B Report Attached	no
Terms of Payment (P-card/ACH)	P-card
FOB Delivered	yes
Expiring Contract Price Limitation	\$1,000,000.00
Total Cost Savings (\$/%)	15% Increase

<b>Special Notes:</b>	This contract reflects a 15% overall increase when compared to the contract baseline pricing and is a result of market volatility. This contract approval request also includes a 20% allowance for additional items that may be purchased under the contractor's balance of product line over the three year term.
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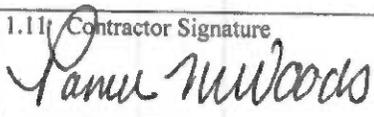
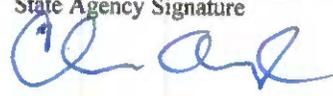
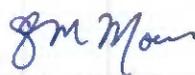
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> HP Hood LLC		<b>1.4 Contractor Address</b> 6 Kimball Lane Lynnfield, MA 01940	
<b>1.5 Contractor Phone Number</b> (603) 566-2587 800-343-6592	<b>1.6 Account Number</b> Various	<b>1.7 Completion Date</b> 12/31/2025	<b>1.8 Price Limitation</b> \$2,125,000.00
<b>1.9 Contracting Officer for State Agency</b>		<b>1.10 State Agency Telephone Number</b>	
<b>1.11 Contractor Signature</b>  Date: 11-5-22		<b>1.12 Name and Title of Contractor Signatory</b> PAMELA M. WOODS, VP. SALES	
<b>1.13 State Agency Signature</b>  Date: 12-19-22		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 01/05/2023			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 11-5-22

**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.

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## 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 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

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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 hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Paragraph 7.2 is changed to read, "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 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. If the Contractor hires such person based on a response to a general advertisement seeking applicants to fill a position or positions, such activity shall not be deemed to violate this Section."

Paragraph 7.3 is changed to read, "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 shall have the authority to interpret the Agreement on behalf of the State. Such interpretation is not binding on the Contractor."

Paragraph 9.2 is changed to read, "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."

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**EXHIBIT B**  
**SCOPE OF WORK**

**1. EFFECTIVE DATE**

The Contract term shall commence on January 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through December 31, 2025, a period of approximately three (3) years.

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 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 five (5) years.

**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 Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2687-23
- f. EXHIBIT E Contractor's Bid Response

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 Work," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2687-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. SCOPE OF WORK**

The Contractor shall provide Dairy Products (Class I & II) to the State of New Hampshire.

The Contractor shall provide bulk dispensing equipment and coolers at no additional cost. The installation and maintenance of the equipment is also the responsibility of the Contractor at no additional cost. Equipment must be kept in excellent condition by the Contractor. State agencies participating under this contract will be responsible for damage to the equipment due to abuse or for misplacement.

There will be no minimum volume criteria imposed by the Contractor on the State of New Hampshire agencies to determine eligibility for equipment (all state agencies are eligible). The Contractor shall replace all current equipment with new or refurbished items. Listed below are agencies with equipment.

5 Gallon Dispenser Units:

Location & Contact	Quantity
NH State Prison Warehouse, 281 N. State Street, Concord, NH	4
NH State Prison, Calumet House, Manchester NH	4
Shea Farm House, 60 Iron Works Road, Concord NH	4
Northern Correctional, 138 East Milan Road, Berlin NH	4
Heather Cornock, Heather.Cornock@doc.nh.gov, 603-271-8896	4

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NH Hospital - 36 Clinton Street, Concord, NH	2
Brown Building, 129 Pleasant Street, Concord NH	2
Jim Cavallini, JCavallini@dhhs.state.nh.us, 603-271-9364 or Brianna Mancini, Brianna.Mancini@dhhs.nh.gov, 603-271-5850	2

**4. ABILITY TO PROVIDE**

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

**5. MILK SANITATION CERTIFICATION**

The Contractor, by signing this agreement hereby certifies that:

He/she has read "New Hampshire Revised Statutes Annotated, Chapter 184", and that milk produced, processed, or packaged for delivery to State of New Hampshire institutions is in complete compliance with this law.

**6. ORDERING PROCEDURE**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

**7. USAGE REPORTING**

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 each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

**8. ACCOUNT COMMUNICATION & ESCALATION**

All communication regarding account details including but not limited to; shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

**9. ESTABLISHMENT OF ACCOUNTS**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three (3) business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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### 10. AUDITS AND ACCOUNTING

The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

### 11. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. 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.

### 12. DELIVERY

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall deliver Good(s) ordered under this Contract within three (3) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

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

The Contractor shall deliver to the following locations. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

Location	Address	City	Zip
Shea Farm House	60 Iron Works Road	Concord	03302
Calumet House	126 Lowell Street	Manchester	03104
NH State Prison For Women	3 McGuire Street	Concord	03301
NH Correctional Facility	138 East Milan Rd	Berlin	00357
NH State Prison Warehouse	3 McGuire Street	Concord	03301
NH Veterans Home	139 Winter Street	Tilton	03276
Glenclyff Home For The Elderly	High Street	Glenclyff	03238
Youth Services Center	1056 North River Rd.	Manchester	03104
NH Hospital	36 Clinton Street	Concord	03301

Contractor Initials

Date 11-5-20

Mt Washington State Park	Auto Road Base Station	Gorham	03581
Pawtuckaway State Park	128 Mountain Rd.	Nottingham	03290
Brown Building	129 Pleasant Street	Concord	03301

**13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all Dairy Products strictly pursuant to, and in conformity with this contract which resulted from RFB 2687-23.

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

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\(q0fzcv55ahaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ahaeqs45jpyq5i45))/welcome.aspx)

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.

**14. 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.

**15. 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.

**16. TERMINATION**

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the Contractor.

Contractor Initials

Date

*AW*  
11-5-22

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$2,125,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Line Item prices identified in this Agreement shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall delivery all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

Prices should be Delivered Price and based on the USDA, Federal Milk Order No. 1, Northeast Marketing Area, Announcement of Advanced Class 1 Prices and Advanced Pricing Factors.

**2. PRICE ADJUSTMENTS**

The Contractor may request a price adjustment monthly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capital Street, Rm. 102, Concord, NH 03301 or via email at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov), no more than three (3) business days after the Federal Announcement is published. Substantiation will be provided by using the "Class 1 Conversion Calculator Template" located at the USDA website [www.fmmone.com](http://www.fmmone.com). 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.

Annual adjustments in prices due to the changes in the CPI Index shall be determined based on the following formula: The Current Annual Average U.S. CPI Index [All-Urban Consumers - ID CUUR000SA0] percentage change vs the previous calendar year multiplied by the fixed portion of Prices for Dairy Products.

$$\frac{\text{Current 12 Mo. CPI Average} - \text{Prev. 12 Mo. CPI Average}}{\text{Pricing Prev. 12 Mo. CPI Average}} \times \text{Fixed Portion of Dairy Product}$$

Contractor Initials

Date 11-5-22

**3. PRICING STRUCTURE**

PRODUCT TYPE	UNIT OF MEASURE	ORDER CODE	UNITS PER CASE	UNIT SIZE	BRAND	DESCRIPTION	DELIVERED PRICE PER CASE	DELIVERED PRICE PER UNIT
4 OZ & 8 OZ MILK	Each	1787	75	4-OZ.	Hood	Skim White Milk	\$10.64	\$0.14
	Each	1784	75	4-OZ.	Hood	Milk Whole White	\$14.84	\$0.20
	Each	1785	75	4-OZ.	Hood	Hood 2% 75	\$12.52	\$0.17
	Each	1551	50	8-OZ.	Hood	Milk Whole White	\$15.20	\$0.30
	Each	1553	50	8-OZ.	Hood	Milk 1% White	\$12.50	\$0.25
	Each	1552	50	8-OZ.	Hood	Milk 2% White	\$13.72	\$0.27
	Each	1554	50	8-OZ.	Hood	Skim White Milk	\$11.84	\$0.24
	Each	11244	50	8-OZ.	Hood	Flavored Milk Fat Free Choc	\$12.52	\$0.25
12 OZ & 14 OZ MILK	Each	10183	12	14-OZ.	Hood	Milk 1% Chocolate-Plastic	\$9.30	\$0.78
QUART & 1/2 GAL MILK	Each	4548	12	QT.	Hood	Buttermilk Fat Free	\$13.62	\$1.14
	Each	0189 / 51789	9	1/2 GAL	Hood/Crowley	Milk Whole White	\$21.29	\$2.37
	Each	0252 / 54208	9	1/2 GAL	Hood/Crowley	Milk 1% White	\$17.51	\$1.95
	Each	0843	6	1/2 GAL	Lactaid	Lactaid	\$22.72	\$3.79
	Each	1059	9	1/2 GAL	Hood	Silouet Skim PL	\$15.64	\$1.74
5 GALLON MILK	Each	51777	4	GAL.	Crowley	Milk Whole White	\$18.31	\$4.58
	Each	0680	4	GAL.	Hood	Milk 1% White	\$14.66	\$3.66
	Each	0574	1	5 GAL.	Rolling Hills	Milk 2% White	\$21.67	\$21.67
	Each	0636	1	5 GAL.	Rolling Hills	Milk 1% White	\$19.71	\$19.71
CREAM	Case	1925	1	3/8 OZ. 360 CT.	Hood	Half & Half Creamers (Aseptic)	\$17.32	\$17.32
	Case	5732	1	3/8 OZ. 400 CT.	Hood	Half & Half Creamers (Chilled)	\$14.75	\$14.75
	Quart	5307	12	QT.	Hood	Half and Half UHT	\$28.09	\$2.34
	Quart	690	12	QT.	Hood	36% Heavy Cream	\$73.50	\$6.12
	Case	51472	1	1 CS	Coffee Dream	Coffee Dream ND T/L400PK-Non Dairy	\$9.49	\$9.49
	Quart	15128	6	QT.	Coffee Dream	Cof Dm Fr Vanilla NDC 6-Non Dairy	\$16.24	\$2.71
	Quart	15463	6	QT.	Almond Breeze	Abrz Cream Van 6-Non Dairy	\$19.14	\$3.19
YOGURT	Each	55578	12	6 OZ.	Crowley	CRW SS Ygt. Strawberry	\$7.92	\$0.66
	Each	55582	12	6 OZ.	Crowley	CRW LF SS Ygt Blueberry	\$7.92	\$0.66
	Each	55579	12	6 OZ.	Crowley	Low Fat Ygt. Straw/Ban	\$7.92	\$0.66
	Each	55571	12	6 OZ.	Crowley	Low Fat Ygt. Vanilla	\$7.92	\$0.66
	Each	51411	6	32 OZ.	Crowley	Low Fat Ygt. Vanilla	\$15.44	\$2.57
	Each	52919	4	5 LB.	Hood	Yogurt Blueberry Hood	\$26.52	\$6.63
	Each	53080	4	5 LB.	Hood	Yogurt Strawberry Hood	\$26.52	\$6.63
	Each	52609	4	5 LB.	Hood	Yog Plain Hood	\$26.52	\$6.63
CULTURED & ASSORTED	Each	52670	6	32 OZ.	Maggio	Ricotta Whole Milk	\$41.26	\$6.88
	Each	0066	12	14 OZ.	Hood	Can Instant Whipped Cream	\$46.09	\$3.84
	Each	0894	4	5 LB.	Hood	Cottage Cheese Fat Free	\$47.52	\$11.88
	Each	0254	4	5 LB.	Hood	Sour Cream	\$45.24	\$11.31

Contractor Initials

*W*

Date

11-5-22

**4. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS**

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Dairy Products from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Contract Price".

**5. MINIMUM ORDERS**

A minimum order of \$175.00 is required through June 30, 2023. The minimum order will increase from \$175.00 to \$225.00 beginning July 1, 2023.

**6. INVOICE**

The invoice shall be sent to the address of the ordering agency. All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

**7. PAYMENT**

Payments may be made via P-Card (credit card). Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials

Date 11-5-22

**EXHIBIT D**

RFB 2687-23 is incorporated here within.

Contractor Initials

*W*

Date

11-5-22

**EXHIBIT E**

Contractor's Bid Response is incorporated here within

Contractor Initials



Date

11.9.22

# 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 HP HOOD LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 02, 2004. 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: 467993

Certificate Number: 0005893868



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## SECRETARY'S CERTIFICATE

I, Paul C. Nightingale, do hereby certify that I am the duly-elected Secretary of HP Hood LLC (the "Company"), a Delaware limited liability company, with its principal place of business at Six Kimball Lane, Lynnfield, Massachusetts, and that I have been duly elected and am presently serving in that capacity in accordance with the Sixth Amended and Restated Limited Liability Company Operating Agreement of the Company (the "Operating Agreement").

I further certify that:

1. Pamela Woods is duly authorized to execute, acknowledge and deliver in the name and on behalf of the Company all documents and instruments necessary with respect to the award of the State of New Hampshire Contract for Dairy Products (the "Contract"); and to sign any and all documents which may reasonably be required in connection with said Contract.
2. Neither the Articles of Organization, the Operating Agreement, nor any other agreement to which the Company is a party prevents the Company from entering into the Contract and will not constitute a default under, or be in violation of any other agreement that the Company has with any other entity or person.

**IN WITNESS WHEREOF**, I have hereunto set my hand as of November 4, 2022.

  
\_\_\_\_\_  
Paul C. Nightingale  
Secretary

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 10/20/2022

Company Name: HP Hood LLC  
Address: Six Kimball Lane  
Lynnfield, MA 01940

To: Point of Contact: Jonah Rosa  
Telephone: (603)-271-2550  
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name: Dairy Products (Class I & II)  
Bid Number: 2687-23  
Bid Posted Date (on or by): 9/30/2022  
Bid Closing Date and Time: 10/20/2022 @ 1:00 PM (EST)  
Dear Jonah Rosa:

[Insert name of signor] Pamela M. Wood on behalf of HP Hood LLC [insert name of entity submitting bid (collectively referred to as "Vendor"), hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2687-23 for Dairy Products (Class I & II) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

Authorized Signor's Signature: Pamela M. Wood Authorized Signor's Title: VP Sales

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Essex STATE: MA ZIP: 01940

On the 20<sup>th</sup> day of October, 2022, personally appeared before me, the above named Pamela M. Wood in his/her capacity as authorized representative of HP Hood LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Kathleen A. Lally  
(Notary Public/Justice of the Peace)



My commission expires: May 25, 2023 (Date) 10/20/2022

Contractor Initials: [Signature]  
Date: 10-20-22

**REQUEST FOR BID FOR DAIRY PRODUCTS (CLASS I & II) FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supply and delivery of Dairy Products (Class I & II) to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Jonah Rosa at the following address: [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov). Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date:

09/30/2022

Bid Solicitation distributed on or by

Page 2 of 16

Contractor Initials  
Date

  
10-20-22

10/18/2022  
10/20/2022  
01/01/2023

Last day for questions, clarifications, and/or requested changes to bid  
1:00 PM (EST) Bid Closing  
Implementation of Contract

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendor selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37, Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence January 1, 2023 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 three (3) years.

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 Vendor 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 five (5) years.

**CONTRACT AWARD:**

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

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

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an

individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

**BID PRICES:**

Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract quarterly and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ; the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Bid Price should be Delivered Price and based on the USDA, Federal Milk Order No. 1, Northeast Marketing Area, Announcement of Advanced Class 1 Prices and Advanced Pricing Factors for the month of October 2022.

Class I Skim Price @ Boston, MA	\$13.85 / hundredweight
Class I Butterfat Price @ Boston, MA	\$3.5996 / lb.
Class II Skim Price	\$13.37 / hundredweight
Class II Nonfat Solids Price	\$1.4856 / lb.

Updated Published Price List MUST be e-mailed to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov).

#### **PRICE ADJUSTMENTS:**

The successful Vendor(s) may request a price adjustment quarterly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301 or via email at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov), no less than thirty (30) days prior to the effective date of said price increase. Substantiation will be provided by using the "Class I Conversion Calculator Template" located at the USDA website [www.fmmone.com](http://www.fmmone.com). 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.

#### **MILK SANITATION CERTIFICATION:**

The bidder, by signing this bid in the space provided on the "General Conditions and Instructions" page of this bid invitation hereby certifies that:

He/she has read "New Hampshire Revised Statutes Annotated, Chapter 184", and that milk produced, processed, or packaged for delivery to State of New Hampshire institutions is in complete compliance with this law.

#### **AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

#### **ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

#### **USAGE REPORTING:**

The successful Vendor shall be required to 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 each end of each calendar quarter to The Bureau of Procurement & Support Services, Jonah Rosa and sent electronic to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

#### **ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three (3) business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

#### **ELIGIBLE PARTICIPANTS:**

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

#### **PAYMENT:**

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

#### **INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

#### **TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

#### **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://opps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

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

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.

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://dos.nh.gov/purchasing/vendorregistration/\(S\(c0fzcv55ahoeqs45jpya5i45\)\)/welcome.aspx](https://dos.nh.gov/purchasing/vendorregistration/(S(c0fzcv55ahoeqs45jpya5i45))/welcome.aspx)

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 1.4 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATION COMPLIANCE:**

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SCOPE OF WORK:**

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

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.

**EQUIPMENT:**

The successful bidder must provide bulk dispensing equipment and coolers at no additional cost. The installation and maintenance of the equipment is also the responsibility of the successful Vendor(s) at no additional cost. Equipment must be kept in excellent condition by the successful Vendor(s). State agencies participating under this contract will be responsible for damage to the equipment due to abuse or for misplacement.

There will be no minimum volume criteria imposed by the successful Vendor(s) on the State of New Hampshire agencies to determine eligibility for equipment (all state agencies are eligible).

Awarded vendor must replace all current equipment with new or refurbished items. Listed below are agencies with equipment.

**5 Gallon Dispenser Units**

<b>Location &amp; Contact</b>	<b>Quantity Needed</b>
NH State Prison Warehouse, 281 N. State Street, Concord, NH	4
NH State Prison, Calumet House, Manchester, NH	4
Shea Farm House, 60 Iron Works Road, Concord, NH	4
Northern Correctional, 138 East Milan Road, Berlin, NH	4
Heather Cornock, Heather.Cornock@doc.nh.gov, 603-271-8896	4
NH Hospital - 36 Clinton Street, Concord, NH	2
Brown Building, 129 Pleasant Street, Concord, NH	2
Jim Cavallini, JCavallini@dhhs.state.nh.us, 603-271-9364 or Brianna Mancini, Brianna.Mancini@dhhs.nh.gov, 603-271-5850	2

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work; by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within three (3) 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.

**RETURNED GOODS:**

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. 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 successful Vendor.

*(Handwritten Signature)*  
10-20-22

**OFFER:**

Vendor(s) hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension (See Attachment A).

Extended Price = Usage X Price/Case

Quantities Are for Quote Purposes Only and are Not a Guaranteed Minimum

If the Case Size Differs, Calculate Down to the Unit Price (Your Case Price/Your Units Per Case) and Then Multiply Your Unit Price by the Case Size Listed In the Bid Table Above to Determine the Price Per Case

Vendors must bid on at least 90% of each section to be considered compliant. The unit sizes and types of products listed on the offer sheet (Attachment A) are the only ones acceptable for this bid invitation. For example, if the listed unit size is 8 oz. and your product's unit size is 10 oz. calculate your price based off of the 8 oz. size (by calculating price per oz. and then converting to the requested unit size).

When determining delivered Price and based on the USDA, Federal Milk Order No. 1, Northeast Marketing Area, Announcement of Advanced Class 1 Prices and Advanced Pricing Factors for the month of November 2019 with a release date October 23, 2019 and also, USDA Federal Milk Order No. 1, Northeast Marketing Area, Announcement of Class and Component Prices for the month of October 2019 and release date October 30, 2019. The extended price is the delivered price multiplied by annual usage required by this bid invitation.

**OTHER DOCUMENTATION:**

Each Contractor will be required to provide a copy of their most recent standard Wholesale Price List for New Hampshire.

**DELIVERY LOCATIONS:**

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 needed. This listing **does not** include any eligible participants.

Location	Address	City	Zip
Shea Farm House	60 Iron Works Road	Concord	03302
Calumet House	126 Lowell Street	Manchester	03104
NH State Prison For Women	3 McGuire Street	Concord	03301
NH Correctional Facility	138 East Milan Rd	Berlin	00357
NH State Prison Warehouse	3 McGuire Street	Concord	03301
NH Veterans Home	139 Winter Street	Tilton	03276
Glenciff Home For The Elderly	High Street	Glenciff	03238
Youth Services Center	1056 North River Rd.	Manchester	03104
NH Hospital	36 Clinton Street	Concord	03301
Mt Washington State Park	Auto Road Base Station	Gorham	03581
Pawtuckaway State Park	128 Mountain Rd.	Nottingham	03290
Brown Building	129 Pleasant Street	Concord	03301

**MINIMUM ORDERS:**

In any resulting contract, there shall be a minimum order of \$175.00 through June 30, 2023. \$225 effective on and after July 1, 2023.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS**

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

Contractor Initials RAW  
Date 10.20.22

items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

<u>Tom Smith</u>	<u>(603) 566-2587</u>	<u>(800)343-6592</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>tom.smith@hphood.com</u>		<u>hood.com</u>
E-mail Address		Company Website
<u>HP Hood LLC</u>	<u>Six Kimball Lane, Lynnfield, MA 01940</u>	
Vendor Company Name	Vendor Address	

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- Attachment A: Sample P-37 Form
- Attachment B: Offer Sheet
- Attachment C: USDA Federal Milk Order No. 1 – Northeast Marketing Area-Component Prices

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**The Bid Opening is open to the public online at the following:**

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 260 643 966 889  
Passcode: UWGFC6  
[Download Teams](#) | [Join on the web](#)  
Or call in (audio only)  
+1 603-931-4944, 624935521 # United States, Concord  
Phone Conference ID: 624 935 521 #  
[Find a local number](#) | [Reset PIN](#)  
[Learn More](#) | [Meeting options](#)

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# ATTACHMENT A

## SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 10-20-22

**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.~~

#### 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 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 hereof



RFB 2687-23 DAIRY PRODUCTS OFFER SHEET

October 2022 Pricing

SECTION 1: CLASS I - ALL MILK BEVERAGE PRODUCTS

PRODUCT TYPE	EST. ANNUAL STATE USAGE	UNIT OF MEASURE	ORDER CODE	UNITS PER CASE	UNIT SIZE	BRAND	DESCRIPTION	DELIVERED PRICE PER CASE	DELIVERED PRICE PER UNIT	EXTENDED PRICE
4 OZ & 8 OZ MILK	17,250	Each	1787	75	4-OZ	Hood	Skim White Milk	\$ 10.6350	\$ 0.1418	\$2,446.05
	75,875	Each	1784	75	4-OZ	Hood	M22 White White	\$ 14.8350	\$ 0.1978	\$7,827.94
	12,100	Each	4714		4-OZ		M22 White White (Lactose Free) - No Longer Available			
	1275	Each	1785	75	4-OZ	Hood	Hood 29, 75	\$ 12.5175	\$ 0.1669	\$212.80
	43,007	Each	1151	50	8-OZ	Hood	M22 White White	\$ 15.2000	\$ 0.3040	\$13,074.13
	3,343,460	Each	1150	50	8-OZ	Hood	M22 1% White	\$ 12.5000	\$ 0.2500	\$335,912.50
	102,775	Each	1152	50	8-OZ	Hood	M22 2% White	\$ 13.7150	\$ 0.2743	\$28,246.04
	44,540	Each	1154	50	8-OZ	Hood	Skim White Milk	\$ 11.8400	\$ 0.2368	\$10,547.07
	2,447	Each	6348		8-OZ		M22 White (Lactose Free) - No Longer Available			
	4,150	Each	10294		8-OZ		M22 2% - No Longer Available			
9,125	Each	17244	50	8 OZ	Hood	Homogenized Milk Fat Free Choc	\$ 12.5200	\$ 0.2504	\$2,285.90	
12 OZ & 14 OZ MILK	725	Each	10163	12	14-OZ	Hood	M22 1% Chocolate-Flavor	\$ 9.3024	\$ 0.7752	\$558.14
70	Each	4548	12	QT.	Hood	Butter Milk Fat Free	\$ 13.6300	\$ 1.1350	\$79.45	
QUART & 1/2 GALLON MILK	11,055	Each	5189 / 5178	9	1/2 GAL	Hood/Crowley	M22 Whole White	\$ 21.2895	\$ 2.3655	\$26,150.60
	6,015	Each	5232 / 54208	9	1/2 GAL	Hood/Crowley	M22 1% White	\$ 17.5059	\$ 1.9451	\$11,777.58
	290	Each	0943	6	1/2 GAL	Lactaid	Lactaid Fat Free	\$ 22.7220	\$ 3.7870	\$757.40
	9,500	Each	1157	9	1/2 GAL	Hood	Skim 1% Milk	\$ 15.6429	\$ 1.7381	\$16,511.95
	177	Each	5177	4	1/2 GAL	Crowley	M22 Whole White	\$ 18.3068	\$ 4.5767	\$2,608.72
1/2 GALLON MILK	5,720	Each	0680	4	1/2 GAL	Hood	M22 1% White	\$ 14.6580	\$ 3.6645	\$20,960.94
	340	Each	0274	1	1/2 GAL	Rolling Hills	M22 2% White	\$ 21.6704	\$ 21.6704	\$18,636.54
	1,030	Each	0253	1	1/2 GAL	Rolling Hills	M22 1% White	\$ 19.7057	\$ 19.7057	\$20,296.87
<b>CLASS I TOTAL:</b>										<b>\$518,890.63</b>

**SECTION 2: CLASS II - FLUID SOFT CREAM PRODUCTS**

PRODUCT TYPE	EST. ANNUAL STATE USAGE	UNIT OF MEASURE	ORDER CODE	UNITS PER CASE	UNIT SIZE	BRAND	DESCRIPTION	DELIVERED PRICE PER CASE	DELIVERED PRICE PER UNIT	EXTENDED PRICE
	730	Case	1425	1	7 1/4 QT. 363 CT.	Hood	Hot & Hot Creamer (All-Purp)	\$ 17,3226	\$ 17,3226	\$ 12,472.27

**SECTION 1: CLASS I - ALL MILK BEVERAGE PRODUCTS**

PRODUCT TYPE	EST. ANNUAL STATE USAGE	UNIT OF MEASURE	ORDER CODE	UNITS PER CASE	UNIT SIZE	BRAND	DESCRIPTION	DELIVERED PRICE PER CASE	DELIVERED PRICE PER UNIT	EXTENDED PRICE
CREAM	20	Case	3252	1	3 3/4 QT. 400 CT.	Hood	Hot & Hot Creamer (Chilled)	\$ 14,7479	\$ 14,7479	\$294.95
	3670	Quart	5307	12	QT.	Hood	Hot and Hot UHT	\$ 25,0920	\$ 2,3410	\$6,110.01
	970	Quart	490	12	QT.	Hood	34% Heavy Cream	\$ 73,4976	\$ 6,1248	\$3,941.06
	820	Case	5142	1	1 CS	Coffee Dream	Coffee Cream 100 ML 400% Non Dairy	\$ 9,4900	\$ 9,4900	\$7,781.80
	400	Quart	15128	6	QT.	Coffee Dream	Cof Dream Vanilla NDC (Non Dairy)	\$ 16,2360	\$ 2,7060	\$1,623.60
	200	Quart	15463	6	QT.	Almond Breeze	Alm Cream Van (Non Dairy)	\$ 19,1400	\$ 3,1900	\$638.00
YOGURT	1415	EA	55578	12	4 OZ.	Crowley	CRW 43 Ygt Strawberry	\$ 7,9236	\$ 0,6603	\$934.32
	925	EA	56562	12	4 OZ.	Crowley	CRW 43 Ygt Strawberry	\$ 7,9236	\$ 0,6603	\$610.78
	900	EA	55529	12	4 OZ.	Crowley	Low Fat Ygt. Strawberry	\$ 7,9236	\$ 0,6603	\$594.27
	2290	EA	55571	12	4 OZ.	Crowley	Low Fat Ygt. Vanilla	\$ 7,9236	\$ 0,6603	\$1,710.18
	985	EA	51411	6	32 OZ.	Crowley	Low Fat Ygt. Vanilla	\$ 15,4428	\$ 2,5738	\$2,535.19
	25	EA	4170		5 LB.	Hood	Yogurt Plain - No longer available			
	1026	EA	12919	4	5 LB.	Hood	Yogurt Blueberry Hood	\$ 26,5180	\$ 6,6295	\$6,801.87
	1025	EA	50044	4	5 LB.	Hood	Yogurt Strawberry Hood	\$ 26,5180	\$ 6,6295	\$6,861.53
	4	EA	12889	4	5 LB.	Hood	Yog Plain Hood	\$ 26,5180	\$ 6,6295	\$39.78
	30	Case	55295		1 OZ.		Flavored Cheesecake - No longer available			
CULVERED & ASSORTED	43	Each	52670	6	32 OZ.	Maggio	Florno Whole Milk	\$ 41,2602	\$ 6,8767	\$653.29
	200	Each	0264	12	14 OZ.	Hood	Can Instan Whipped Cream	\$ 46,0920	\$ 3,8410	\$768.20
	832	Each	0294	4	5 LB.	Hood	Contopp Cheesecake Fat Free	\$ 47,5160	\$ 11,8790	\$9,859.57
	295	Each	0254	4	5 LB.	Hood	Sour Cream	\$ 45,2400	\$ 11,3100	\$2,544.75
									<b>CLASS II TOTAL:</b>	<b>68,775.42</b>

<b>CLASS I TOTAL:</b>	<b>\$518,890.63</b>
<b>CLASS II TOTAL:</b>	<b>\$68,775.42</b>

\*CLASS I & II CAN BE AWARDED AS TWO SEPARATE CONTRACTS

STATE OF NEW HAMPSHIRE  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 10/6/2022

ADDENDUM # 01 TO BID INVITATION # 2687-23

DATE OF BID CLOSING: 10/20/2022

TIME OF BID CLOSING: 1:00 PM (EST)

FOR: Dairy Products (Class I & II)

CLARIFICATIONS:

Question 1: Please clarify the following as it relates to price movement – Is the pricing firm/fixed for a year as stated, or will it move monthly with the FMMO [www.fmmone.com](http://www.fmmone.com)?

State Response: The pricing may be adjusted quarterly and the bid has been updated to reflect.

Currently Reads:

BID PRICES:

Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract quarterly and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

Change to Read:

BID PRICES:

Bid prices may be adjusted quarterly and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

PURCHASING AGENT: Jonah Rosa.  
E-Mail: [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Hood ADDRESS Six Kimball Lane Lynnfield Ma 01940

BY Pamela M Woods

PAMELA M WOODS  
(this document must be signed)  
(please type or print name)

TEL. NO. 781-856-3708

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: 10/7/2022

**ADDENDUM # 02 TO BID INVITATION # 2687-23**

DATE OF BID CLOSING: 10/20/2022

TIME OF BID CLOSING: 1:00 PM (EST)

FOR: Dairy Products (Class I & II)

**CLARIFICATIONS:**

Question 1: We require Fluid Milk & Cream items to move monthly with the USDA Federal Announcement. There also needs to be annual cost adjustment language that ties back to the CPI Index listed below:

"Annual adjustments in prices due to the changes in the CPI Index shall be determined based on the following formula: The Current Annual Average U.S. CPI Index [All Urban Consumers - ID CUUR000SA0] percentage change vs the previous calendar year multiplied by the fixed portion of Prices for Dairy Products."

**State Response:** The pricing may be adjusted monthly and requested CPI language will be incorporated. The bid has been updated to reflect.

**CURRENTLY READS:**

**BID PRICES:**

Bid prices may be adjusted quarterly and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

**CHANGE TO READ:**

**BID PRICES:**

Bid prices may be adjusted monthly and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

**CURRENTLY READS:**

**PRICE ADJUSTMENTS:**

The successful Vendor(s) may request a price adjustment quarterly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301 or via email at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov); ~~no less than thirty (30) days~~ prior to the effective date of said price increase. Substantiation will be provided by using the "Class I Conversion Calculator Template" located at the USDA website [www.fmmone.com](http://www.fmmone.com). 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.

**CHANGE TO READ:**

**PRICE ADJUSTMENTS:**

The successful Vendor(s) may request a price adjustment monthly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301 or via email at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov), no less than thirty (30) days prior to the effective date of said price increase. Substantiation will be provided by using the "Class I Conversion Calculator Template" located at the USDA website [www.fmmone.com](http://www.fmmone.com). 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. ①

Annual adjustments in prices due to the changes in the CPI Index shall be determined based on the following formula: The Current Annual Average U.S. CPI Index [All Urban Consumers - ID CUUR0005A0] percentage change vs the previous calendar year multiplied by the fixed portion of Prices for Dairy Products.

$$\frac{\text{Current 12 Mo. CPI Average} - \text{Prev. 12 Mo. CPI Average}}{\text{Prev. 12 Mo. CPI Average}} \times \text{Fixed Portion of Dairy Product Pricing}$$

**PURCHASING AGENT:** Jonah Rosa  
**E-Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER HP Hood ADDRESS Six Kimball Lane Lynnfield MA 01940  
BY Pamela M. Woods VP Sales  
(this document must be signed)  
PAMELA M. WOODS TEL. NO. 603-566-2587  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: 10/18/2022

**ADDENDUM # 03 TO BID INVITATION # 2687-23**

DATE OF BID CLOSING: 10/20/2022

TIME OF BID CLOSING: 1:00 PM (EST)

FOR: Dairy Products (Class I & II)

**CLARIFICATIONS:**

Question 1: Our Legal Team has reviewed the State of NH RFP, and is requesting changes to some of the legal provisions on pages 13 - 15.

State Response: Paragraphs 7.2, and 7.3 will remain unchanged. Paragraph 8.2.1 has been changed as requested. Paragraph 9.2 has been modified from 15 days to 30 days.

Question 2: The USDA Federal Announcement is generally the 3<sup>rd</sup> Wednesday of the current month for the following month, and that is when component pricing is released. A 30 day advance notice on fluid milk and cream changes cannot be met based on the USDA announcement timetable. Pricing for the following month will be provided 2-3 business days after the Federal Announcement.

State Response: "Pricing for the following month will be provided 2-3 business days after the Federal Announcement" will be incorporated. The bid has been updated to reflect.

**CURRENTLY READS:**

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;

**CHANGE TO READ:**

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of the notice;

**CURRENTLY READS:**

9.2 In addition, at the State's discretion, the Contractor shall, within fifteen (15) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**CHANGE TO READ:**

9.2 In addition, at the State's discretion, the Contractor shall, within thirty (30) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**CURRENTLY READS:**

The successful Vendor(s) may request a price adjustment quarterly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301 or via email at Jonah.L.Rosa@DAS.NH.Gov, no less than thirty (30) days prior to the effective date of said price increase. Substantiation will be provided by using the "Class I Conversion Calculator Template" located at the USDA website [www.fmmone.com](http://www.fmmone.com). 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.

**CHANGE TO READ:**

The successful Vendor(s) may request a price adjustment monthly, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capital Street, Rm. 102, Concord, NH 03301 or via email at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov), no more than three (3) business days after the Federal Announcement is published. Substantiation will be provided by using the "Class 1 Conversion Calculator Template" located at the USDA website [www.fnimone.com](http://www.fnimone.com). 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.

**PURCHASING AGENT:** Jonah Rosa  
**E-Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER HP Hood ADDRESS Six Kimball Lane Lynnfield MA 01940

BY Pamela M. Woods VP Sales

(this document must be signed)

PAMELA M. WOODS TEL. NO. 603-566-2587

(please type or print name)

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