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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 31, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Sonepar Distribution New England, Inc. (VC#175217), Brockton, MA, in an amount up to and not to exceed \$2,412,627.75 for electrical supplies and devices with the option to extend for two additional one-year periods effective upon Governor and Executive Council approval through April 30, 2026.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued a request for bid (RFB) 2730-23 on January 18, 2023 with an original closing date of February 1, 2023 and an extended closing date of February 7, 2023. The bid reached 235 potential vendors using the NIGP electronic sourcing platform with an additional 7 directly sourced. There were 2 compliant responses received for this contract with Sonepar Distribution New England, Inc. submitting the lowest cost in total. It is the Department's intent to enter into contract with only the lowest bidder.

The contract with Sonepar Distribution New England, Inc., upon approval, will allow agencies to purchase electrical supplies and devices at a discounted rate. These discounts are applied to a variety of categories which will provide agencies the opportunity to obtain the necessary supplies and equipment to maintain their facilities.

The following table provides a detailed comparison resulting in the recommended contract price limitation of \$2,412,627.75 which includes a 10% allowance for additional items that may be purchased during the contract term.

Forecasted contract spend		Contract spend comparison	
Annual spend	\$731,099.32	Expired contract annual spend	\$527,856.99
Term spend	\$2,193,297.96	Expired term spend	\$1,583,570.97
Add allowance (10%)	\$219,329.79	Forecasted annual spend	\$731,099.32
Recommended price limitation	\$2,412,627.75	Cost increase	\$203,242.33
		Increase %	27.8%

Due to current economic conditions, there are no cost savings. Rather, this contract reflects a 27.8% overall increase as shown in Sonepar Distribution New England, Inc.'s bid response when compared to the expired contract (Contract #8002296) pricing. This increase is due to the ongoing labor and supply chain issues that are affecting raw materials availability (steel, copper, aluminum) and finished goods such as hardware, electrical equipment, and packaging. There is a provision in the contract that in the event that market prices decrease during the term of this contract, the contractor shall apply any decreases immediately as they become available. The forecasted spend is calculated by extending estimated annual quantities purchased compared to new rates offered under RFB 2730-23, providing a more accurate estimation of spend.

Based on the foregoing, I am respectfully recommending approval of the contract with Sonepar Distribution New England, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description		Electrical Supplies & Devices	Agency		Statewide									
RFB#		2730-23	Requisition#		N/A									
Agent Name		Andrea Olsson	Bid Closing		February 7, 2023 @ 11:00AM (EST)									
CATEGORY	SPECIFIED SAMPLE ITEM / EA.	Estimated Annual Purchase Qty.	Sonepar Distribution New England, Inc.				Consolidated Electrical Distributors (CED)				Expired Contract			
			TRADE SERVICE COLUMN 3 \$/EA.	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE	TRADE SERVICE COLUMN 3 \$/EA.	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE	TRADE SERVICE COLUMN 3 \$/EA.	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE
Commercial Lighting - Indoor & Emergency	IBG 1800LM HEF AFL GND MVOLT GZ10 40K 80CRI DWH (integrated wireless controls package)	240	\$ 505.20	24.0%	\$ 383.95	\$ 92,148.00	\$548.50	25.0%	\$411.38	\$98,730.00	\$438.00	47.0%	\$232.14	\$55,713.60
	EMEL ELXN400R-2LEDR - LED Emergency	1200	\$ 84.06	42.0%	\$ 48.75	\$ 58,505.76	\$82.85	25.0%	\$47.14	\$56,565.00	\$52.73	26.0%	\$39.02	\$ 46,824.24
	2BLT4 40LHE ADP EZ1 LPB35 - LED Office	168	\$ 278.04	47.0%	\$ 147.36	\$ 24,756.68	\$219.84	25.0%	\$164.73	\$27,874.64	\$208.00	45.0%	\$114.40	\$ 19,219.20
Commercial Lighting - Outdoor	ESXF4 ALO SWW2 YS DDB M2	120	\$ 308.95	54.0%	\$ 142.12	\$ 17,054.04	\$310.83	25.0%	\$233.20	\$27,983.70	\$678.39	48.0%	\$352.76	\$ 42,331.54
	WPX1 LED P2 40K MVOLT PE DDBXD	144	\$ 255.32	47.0%	\$ 135.32	\$ 19,488.02	\$201.57	25.0%	\$151.18	\$21,768.56	\$334.00	64.0%	\$120.24	\$ 17,314.56
	DSX0 LED P6 40K T3M MVOLT SPA - LED area	60	\$ 1,685.22	47.0%	\$ 893.17	\$ 53,590.00	\$1,328.07	25.0%	\$996.05	\$59,763.15	\$1,180.00	45.0%	\$649.00	\$ 38,940.00
Conduit - Steel	4" rigid conduit - 100'	3	\$ 4,637.70	56.5%	\$ 2,017.40	\$ 6,052.20	\$5,114.43	55.0%	\$2,301.49	\$6,904.48	\$3,574.05	65.0%	\$1,250.92	\$ 3,752.75
	1" EMT - 100'	4	\$ 319.15	55.0%	\$ 143.62	\$ 574.47	\$331.21	55.0%	\$149.04	\$596.18	\$232.05	65.0%	\$91.22	\$ 324.87
Conduit - Plastic	4"PVC schd 80 conduit - 100'	2	\$ 2,632.70	58.0%	\$ 1,105.73	\$ 2,211.47	\$1,851.21	35.0%	\$1,203.29	\$2,408.57	\$632.73	55.0%	\$284.73	\$ 569.46
	1/2"PVC conduit - 100'	2	\$ 175.45	55.0%	\$ 78.95	\$ 157.91	\$119.61	35.0%	\$77.75	\$155.49	\$41.08	55.0%	\$18.49	\$ 36.97
Electrician Tools & Equipment	35-194 Ideal Phillips screwdriver	60	\$ 9.89	27.0%	\$ 7.07	\$ 424.42	\$11.22	15.0%	\$9.54	\$572.22	\$9.18	24.0%	\$6.98	\$ 418.61
	ideal 61-763 clamp meter	24	\$ 247.64	22.0%	\$ 193.16	\$ 4,635.82	\$275.62	15.0%	\$234.28	\$5,622.65	\$220.17	16.0%	\$184.94	\$ 4,438.63
Fans & Related Accessories	Envirofan 160C7 industrial fan for rev	60	\$ 99.10	45.0%	\$ 54.51	\$ 3,270.30	\$178.22	10.0%	\$160.40	\$9,823.88	\$129.00	45.0%	\$70.95	\$ 4,257.00
	Envirofan 150F fan control	120	\$ 83.30	38.0%	\$ 51.85	\$ 6,197.52	\$38.57	10.0%	\$34.71	\$4,185.56	\$74.00	45.0%	\$40.70	\$ 4,884.00
Fittings & Boxes - Plastic, Steel, Weatherproof	Raco 262 4-11/16" box	4800	\$ 91.02	95.0%	\$ 4.55	\$ 21,844.80	\$91.02	75.0%	\$22.76	\$109,224.00	\$45.53	90.0%	\$4.55	\$ 21,854.40
	5237 T&B 2" liquid lite conn	120	\$ 24.46	59.0%	\$ 10.03	\$ 1,203.43	\$160.48	75.0%	\$40.12	\$4,814.40	\$24.70	60.0%	\$9.88	\$ 1,185.60
Fuses & Related Accessories	Frsr200 -Buss 200amp 600v fuse	1200	\$ 230.92	78.0%	\$ 50.80	\$ 60,962.88	\$230.92	60.0%	\$92.37	\$110,841.60	\$130.97	70.0%	\$39.29	\$ 47,149.20
	Ktkr10 Buss control fuse	2400	\$ 35.65	59.5%	\$ 14.44	\$ 34,651.80	\$35.65	60.0%	\$14.26	\$34,224.00	\$20.02	50.0%	\$10.01	\$ 24,024.00
Miscellaneous Supplies	FLS08- 8' type 1a fiberglass stepladder	34	\$ 331.00	55.0%	\$ 148.95	\$ 5,064.30	\$265.00	20.0%	\$212.00	\$7,208.00	\$225.00	50.0%	\$112.50	\$ 3,825.00
	Oldcastle 13242002 1324-15 Body	24	\$ 159.64	6.0%	\$ 150.06	\$ 3,601.48	\$288.00	20.0%	\$230.40	\$5,529.60	\$30.46	15.0%	\$25.89	\$ 621.38
Motor Controls	Ecno511aaa size 1 mag starter enclosed	180	\$ 799.99	72.5%	\$ 220.00	\$ 39,599.51	\$515.85	20.0%	\$412.53	\$74,255.04	\$510.20	72.0%	\$142.86	\$ 25,714.08
	10250101 30.5 mm pushbutton	240	\$ 41.86	72.0%	\$ 11.75	\$ 2,819.71	\$32.81	20.0%	\$26.25	\$6,299.52	\$33.08	70.0%	\$9.92	\$ 2,381.76
Portable Cords	100' 12/3 ext. cord lighted end	240	\$ 172.92	29.0%	\$ 122.77	\$ 29,465.57	\$203.16	40.0%	\$121.90	\$29,255.04	\$140.05	54.0%	\$64.42	\$ 15,461.52
	9' 16/3sjo power cord	1200	\$ 7.36	58.0%	\$ 3.09	\$ 3,709.44	\$20.66	40.0%	\$12.40	\$14,875.20	\$9.62	68.0%	\$3.08	\$ 3,694.08
Transformers	9TB3B3872- 30KVA 480v-120/208 xformer	15	\$ 3,260.00	53.0%	\$ 1,532.20	\$ 22,983.00	\$2,710.67	35.0%	\$1,761.94	\$26,429.03	\$1,770.00	50.0%	\$885.00	\$ 13,275.00
	HAM SK3A0045KB9KF 3PH 45KVA 480-240	6	\$ 6,831.50	53.0%	\$ 3,210.81	\$ 19,264.83	\$6,113.98	35.0%	\$3,974.09	\$23,844.52	\$4,393.00	40.0%	\$2,835.80	\$ 15,814.80
	599 Edwards 120-24V 40va	120	\$ 32.20	30.0%	\$ 22.54	\$ 2,704.80	\$57.47	35.0%	\$37.36	\$4,482.66	\$22.80	27.0%	\$16.64	\$ 1,997.28
Wire - Circuit Size - Copper	Thhn10STR wire 500' coil	20	\$ 269.33	57.0%	\$ 115.81	\$ 2,316.24	\$700.50	80.0%	\$140.10	\$2,802.00	\$183.36	55.0%	\$82.51	\$ 1,650.24
	Thhn14STR wire 500' coil	14	\$ 119.22	57.0%	\$ 51.26	\$ 717.70	\$309.94	80.0%	\$61.99	\$867.83	\$78.16	55.0%	\$35.17	\$ 492.41



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

CATEGORY	SPECIFIED SAMPLE ITEM / EA.	Estimated Annual Purchase Qty.	Sonepar Distribution New England, Inc.				Consolidated Electrical Distributors (CED)				Expired Contract			
			TRADE SERVICE COLUMN 3 \$/	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE	TRADE SERVICE COLUMN 3 \$/	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE	TRADE SERVICE COLUMN 3 \$/ EA.	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.	EXTENDED PRICE
Wire - Building	Thhn 500MCM 250'	3	\$ 13,810.73	82.0%	\$ 2,485.93	\$ 7,457.79	\$16,317.03	82.0%	\$2,937.07	\$8,811.20	\$3,723.67	55.0%	\$1,675.65	\$5,026.95
	Thhn2str 250'	5	\$ 948.72	57.0%	\$ 407.95	\$ 2,039.75	\$2,897.76	82.0%	\$485.60	\$2,427.98	\$522.94	55.0%	\$235.32	\$1,176.62
Wire - Service Cable	NMB142 romex 250'	5	\$ 177.50	57.0%	\$ 76.33	\$ 381.83	\$460.79	25.0%	\$345.59	\$1,727.96	\$103.49	55.0%	\$46.57	\$232.85
Wire - Service Cable	MC10/3 wire 500'	3	\$ 2,324.00	57.0%	\$ 999.32	\$ 2,997.96	\$1,344.06	25.0%	\$1,008.05	\$3,024.14	\$1,324.67	55.0%	\$598.10	\$1,788.30
Wiring Devices	Leviton 5362 side and back wired spec grade recept	500	\$ 20.15	89.0%	\$ 2.22	\$ 1,108.25	\$31.23	40.0%	\$18.74	\$9,389.00	\$13.99	85.0%	\$2.10	\$1,049.25
	Leviton 12212 20a 120/277v spec grade switch	1000	\$ 28.77	90.0%	\$ 2.88	\$ 2,877.00	\$30.80	40.0%	\$18.48	\$18,480.00	\$19.96	85.0%	\$2.99	\$2,994.00
	Waitstopper UT-305-1 Ultrasonic Ceiling Occupancy Sensor24 VDC, 500 sq f	84	\$ 146.07	31.0%	\$ 100.79	\$ 8,486.22	\$146.07	40.0%	\$87.64	\$7,361.93	\$98.00	40.0%	\$58.80	\$4,939.20
Wire Termination	RC1010F TB fork terminal	500	\$ 81.27	61.0%	\$ 23.90	\$ 11,947.65	\$1.99	10.0%	\$1.79	\$895.50	\$11.29	55.0%	\$5.08	\$2,540.25
	TY525M cable tie	2400	\$ 3.39	49.5%	\$ 1.71	\$ 4,108.68	\$0.41	10.0%	\$0.37	\$885.60	\$3.61	30.0%	\$2.53	\$6,064.80
Electrical Distribution Equipment	TH3364 GE 3p 200a 600v disconnect	60	\$ 2,080.00	78.5%	\$ 447.20	\$ 26,832.00	\$1,471.43	80.0%	\$588.57	\$35,314.32	\$1,261.26	73.0%	\$340.54	\$20,432.41
	Tm4020CCU- GE 40circ. 200a Panel	120	\$ 581.00	84.0%	\$ 209.16	\$ 25,099.20	\$1,035.52	80.0%	\$414.21	\$49,704.96	\$671.12	78.0%	\$147.65	\$17,717.57
Raceway	HBL75010IV wireway	2500	\$ 1.73	22.0%	\$ 1.35	\$ 3,373.50	\$2.60	40.0%	\$1.56	\$3,900.00	\$12.30	21.0%	\$9.72	\$24,292.50
	12x12x4' wireway	64	\$ 448.00	59.0%	\$ 183.68	\$ 11,755.52	\$311.57	40.0%	\$186.94	\$11,964.29	\$283.50	60.0%	\$113.40	\$7,257.60
Fasteners	JC12C metallics jack chain	300	\$ 53.21	57.0%	\$ 22.88	\$ 6,864.09	\$76.84	30.0%	\$53.79	\$16,136.40	\$26.09	55.0%	\$11.74	\$3,522.15
	Metals JTHDB37158RH per 100 vertical anchor	360	\$ 351.00	40.0%	\$ 210.60	\$ 75,816.00	\$481.34	30.0%	\$336.94	\$121,297.68	\$65.78	55.0%	\$29.60	\$10,656.36
			Total: \$ 16,247.71				Total: \$ 731,099.32				Total: \$ 19,819.93			
			Total: \$ 1,066,786.48				Total: \$ 10,801.81				Total: \$ 627,856.99			

Expired Contract														
	Annual spend	\$ 527,856.99												
	Three year term spend	\$ 1,583,570.97												
New Contract Recommendation														
	Estimated annual spend	\$731,099.32											Expired contract annual	\$527,856.99
	Estimated term spend	\$2,193,297.96											New contract annual	\$731,099.32
	Add allowance for price adjustments and balance of product line (10%)	\$219,329.79											Annual cost increase	\$203,242.33
	Recommended price limitation	\$2,412,627.75											Delta: new vs. expiring	27.80%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	Three (3) Years plus two (2) one-year extensions
Price Limitation	\$2,412,627.75
Number of Solicitations Received	Two (2)
Number of Sourced bidders	Seven (7)
Number of NIGP Vendors Sourced	Two hundred thirty-five (235)
Number of non-responsive bidders	Zero (0)
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't currently utilize the Pcard for procurement.
FOB Delivered	Yes
Expiring Contract Price Limitation	No Price Limit was defined in the previous contract term

Total Cost Change	\$203,242.33	27.80%	Increase
Special Notes:	Standard Electric's bid was received late and therefore non-compliant. Purchase quantities(Column C) are estimated based upon quarterly usage reporting from expiring contract. The Category Discount (Column E) will apply to items purchased from that category, even if not represented on this list.		

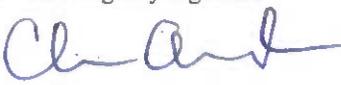
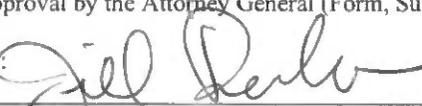
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

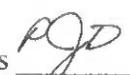
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Sonepar Distribution New England, Inc.		1.4 Contractor Address 560 Oak Street Brockton, MA 02301	
1.5 Contractor Phone Number 603-227-9923	1.6 Account Number Various	1.7 Completion Date April 30, 2026	1.8 Price Limitation \$2,412,627.75
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number (603) 271-3606	
1.11 Contractor Signature  Date: 04/25/2023		1.12 Name and Title of Contractor Signatory Peter J Dunn, Account Manager	
1.13 State Agency Signature  Date: 5/9/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/15/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 04/25/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials PJD
Date 04/25/2023

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

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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.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

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**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE

The term of the contract shall commence May 1, 2023 or upon approval of the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for 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 Governor and Executive Council. 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 2730-23
- 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 2730-23," and (6) EXHIBIT E "Contractor's Bid Response."

3. SCOPE OF WORK

Contractor shall provide:

Category Clarification:

The following categories are provided as definition guidelines. Discounts will be based on the categories below and must be applied to any item logically falling within the category below unless the exception is specified. Discounts for each category will be supplied.

Any item offered by the contractor may be sold under this contract provided it falls within the scope of the contract.

- 1) COMMERCIAL LIGHTING – Indoor and Emergency: Any commercial grade lighting product, except for lamps or ballast and intended for indoor use
- 2) COMMERCIAL LIGHTING – Outdoor: Any commercial grade lighting product, except for lamps or ballast and intended for outdoor use
- 3) CONDUIT – Steel: Enclosed steel casing to run wires or cables through for protection. IE. EMT or rigid to include fittings
- 4) CONDUIT – Plastic: Enclosed plastic casing to run wires or cables through for protection to include fittings

- 5) ELECTRICIAN TOOLS AND RELATED ACCESSORIES: Any industry related tool and accessory including, but not limited to, test equipment, circuit tracers and hand tools
- 6) FANS AND RELATED ACCESSORIES: Includes any motorized fan and related accessory
- 7) FITTINGS & BOXES – Plastic, Steel, Weatherproof: Any electrical fitting and any electrical box made of steel or plastic to include channel (uni-strut) and its associated parts as well as bell boxes and covers
- 8) FUSES AND RELATED ACCESSORIES: Includes plug, cartridge, time delay and glass fuses as well as blocks and holders
- 9) MISCELLANEOUS SUPPLIES: Any UN – categorized item or accessory not logically found within the other categories listed
- 10) MOTOR CONTROLS: Any contactor, control relay or other device used to control single or multiple motors
- 11) PORTABLE CORDS: Includes mass produced extension cords, power centers, drop lights and accessories
- 12) TRANSFORMERS: Any device utilized for changing the voltage of an electrical supply
- 13) WIRE-CIRCUIT SIZE: INCLUDES THHN OR TFFN SOLID OR STRANDED WIRE, TELEPHONE, THERMOSTAT, CAT-5, COAXIAL WIRE AND ACCESSORIES
- 14) WIRE – Building: Includes romex, mc, and uf. Seal tite, sjo, soo (rubber cord) in various wire sizes and configurations
- 15) WIRE – SERVICE CABLE: INCLUDES SEU, 500 MCM AND OTHER THICK WIRE USED TO CARRY THE MAIN SUPPLY FROM POWER STATIONS TO STRUCTURES
- 16) WIRING DEVICES: Includes switches, receptacles, dimmers, toggles, gfi's, plates both metal and plastic speed and fan control, lamp holders all colors, finishes and configurations
- 17) WIRE TERMINATION: Includes wire nuts, ty-raps, tapes, splice kits, lugs, butt splices, wire and cable accessories
- 18) ELECTRICAL DISTRIBUTION EQUIPMENT: Includes panels, breakers, disconnects, enclosures and associated equipment
- 19) RACEWAY: To include both metal and plastic materials, all fittings, boxes, colors and sizes
- 20) FASTENERS: To include various nuts, bolts, washers, screws, anchors, drill bits, threaded rod and associated material
- 21) ELECTRONIC VEHICLE CHARGING STATION: To include entire unit kit.

CATALOGS:

The contractor shall provide current illustrated catalogs, blue sheets or pricelists, specification guides and cut sheets to all utilizing State agencies at the agency's request, as well as the Bureau of Purchase and Property, at no charge. Once a catalog or other relevant literature has been issued to a contract user, it will be the Contractor's responsibility to maintain current catalogs and price sheets for each contract user who has previously received a catalog.

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. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

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, Wayne Goulet and sent electronic to Andrea.I.Olsson@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.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred 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. 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.

10. 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 delivery of any Good(s) ordered under this Contract within ten (10) 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.

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all products strictly pursuant to, and in conformity with this contract which resulted from RFB 2730-23.

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\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/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.

12. 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.

13. 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.

Contractor Initials PJD
Date 04/25/2023

**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 \$2,412,627.75; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

During the term of the agreement, pricing will be based on column 3 of the Trade Service Publication electrical supplies price directory, or the IDW equivalent. Contractor is solely responsible for keeping this price list up to date. Changes in pricing will be effective on the published date or the date such changes are received in the office of the Bureau of Purchase and Property, whichever is later.

To ensure transparency, from a price-auditing standpoint, the Contractor shall provide the Bureau of Purchase and Property a subscription/membership to Trade Service Publications, Inc. or the IDW equivalent for the term of the contract. This subscription/membership shall include updates and price changes on the same interval as the Contractor updates and price changes, **(i.e., if you the Contractor, receive your Trades Service Pricing updates once a week electronically, the Bureau of Purchase and Property will receive an electronic file or an electronic file posted on the successful Contractor online customer portal during the same week that would reflect the same price updates as the Contractor received).**

The Contractor shall also provide an electrical supplies price directory for the term of the contract. This requirement can be achieved by either an electronic file or contained in the Contractor's online customer portal.

Discount Percentages: Contractor must offer accepted discounts on all items that they carry based on the product category that the item would logically be classified as. List price before discounts will be based on column 3 of the Trade Service Publication electrical supplies price directory, or IDW equivalent.

Updated Published Price List MUST be e-mailed to Andea.I.Olsson@das.nh.gov , or their designee.

Contractor Initials RJD
Date 04/25/2023

2. PRICING STRUCTURE:

PRICING STRUCTURE			
Category	Specified Item Example*	Alternative	Category Discount Offered
Commercial Lighting - Indoor & Emergency	IBG 18000LM HEF AF: GND MVOLT GZ10 40K 80CRI DWH (integrated wireless controls package)	N/A	24%
	EMEL ELXN400R-2LEDR LED Emergency	N/A	42%
	2BLT4 40LHE ADP EZ1 LP835 - LED Office	N/A	47%
	LITH ESXF4-ALO-SWW2-YS-DDB-M2	N/A	54%
Commercial Lighting - Outdoor	LITH WPX1 LED P2 40K MVOLT PE DDBXD	N/A	47%
	DSXO LED P6 40K 13M MVOLT SPA- LED Area	N/A	47%
	4" Rigid Conduit - 100'	N/A	56.50%
Conduit - Steel	1" EMT - 100'	N/A	55%
	4" PVC Schd 80 Conduit - 100'	N/A	58%
Conduit - Plastic	1/2" PVC Conduit - 100'	N/A	55%
	35-194 Ideal Phillips Screwdriver	N/A	27%
Electrician Tools and Equipment	Ideal 61-763 Clamp Meter	N/A	22%
	Envirofan 160C7 Industrial Fan for+rev	WCP 872700 (includes Controller)	45%
Fans & Related Accessories	Envirofan 150F fan control	AIRMATER 485210 Controller	38%
	Raco 262 4-11/16" box	N/A	95%
Fittings & Boxes - Plastic, Steel, Weatherproof	5237 T&B 2" Liquid Tite Conn	SEPCO LT32	59%
	Frshr200 - Buss 200amp 600v Fuse	N/A	78%
Fuses & Related Accessories	Ktkr10 Buss Control Fuse	N/A	59.50%
	FLS08- 8" Type 1a Fiberglass Stepladder	L-VIL FS1508	55%
Miscellaneous Supplies	Oldcastle 13242002 1324-15 Body	N/A	6%
	Ecno511aaa Size 1 Mag Starter Enclosed	CR306C102	72.50%
Motor Controls	10250t101 30.5 mm Pushbutton	CR104PBG00B1	72%
	100' 12/3 Ext. Cord Lighted End	CRL 03399-61-05	29%
Portable Cords	9' 16/3sjo Power Cord	CLM 09706.88-08	58%
	9T8383872 - 30KVA 480v - 120/208 xformer	HAM SG3A0030KB	53%
Transformers	HAM SK3A0045KB9KF 3PH 45KVA 480-208	N/A	53%
	599 Edwards 120-24V 40va	N/A	30%
	Thhn10STR Wire 500' Coil	N/A	57%
Wire - Circuit Size - Copper	Thhn14STR Wire 500' Coil	N/A	57%
	Trhn 500MCM 250'	N/A	82%
Wire - Building	Trhn2str 250'	N/A	57%
	NMB14/2 Romex 250'	N/A	57%
Wire - Service Cable	MC 10/3 Wire 500'	N/A	57%
	Leviton 5362 Side and Back Wired Spec Grade Recpt	N/A	89%
Wiring Devices	Leviton 12212 20a 120/277v Spec Grade Switch	P&S PS20AC1-W	90%
	Wattstopper UT-305-1 Ultrasonic Ceiling Occupancy Sensor24 VDC, 500 sq f	N/A	31%
	RC 1010F TB Fork Terminal	N/A	61%
Wire Termination	TY525M Cable Tie	N/A	49.50%
	TH3364 GE 3p 200a 600v Disconnect	ITE HF364	78.50%
Electrical Distribution Equipment	Tm4020CCU - GE 40circ. 200a Panel	ITE PN 4040B1200C	64%
	HBL75010IV Wireway	W-MOLD V700	22%
Raceway	12X12x4' Wireway	HOFF F1212G48	59%
	JC12C Metallics Jack Chain		57%
Fasteners	Metallics JTHD837158RH per 100 vertical anchor		40%

These categories are provided as definition guidelines. Discounts will be based on the categories above and must be applied to any item logically falling within the category above unless the exception is specified. Discounts for each category will be supplied. Specified items and alternatives are provided as points of reference and not intended to be the only items available to purchase in each listed category.

Contractor Initials POD
Date 04/25/2023

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 electrical supplies and devices from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

3. MINIMUM ORDERS

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

4. INVOICE

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.

The invoice shall be sent to the address of the ordering agency.

5. PAYMENT

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

All invoices shall be paid to: NorthEast Electrical
22 Bridge St.
Concord, NH 03301

Contractor Initials PJD
Date 04/25/2023

EXHIBIT D

RFB 2730-23 is incorporated herein.

Contractor Initials PJD
Date 4/25/2023

EXHIBIT E

Contractor's Bid Response is incorporated herein.

Contractor Initials PJD
Date 4/25/2023

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 SONEPAR DISTRIBUTION NEW ENGLAND, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 01, 1999. 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: 316936

Certificate Number: 0006211763



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

SONEPAR DISTRIBUTION NEW ENGLAND, INC.

SECRETARY'S CERTIFICATE

March 31, 2023

This Secretary's Certificate is made by Sonepar Distribution New England, Inc., a Delaware corporation also doing business as NorthEast Electrical (the "Company").

The undersigned, being the duly appointed, qualified, and acting Secretary of the Company hereby certifies in his capacity as such, and without personal liability, as follows:

1. The following individual has been appointed an authorized representative of the Company in accordance with the Company's corporate governance documents and contract review and approval policy:

Peter Dunn

2. Such appointment has not been rescinded or otherwise modified and remains in full force and effect as of the date hereof.
3. Attached hereto as Exhibit A is a true and correct copy of the Bylaws duly adopted by the board of directors of the Company.
4. Such Bylaws have not been amended, restated, rescinded, or otherwise modified and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate effective as of the date first written above.

SONEPAR DISTRIBUTION NEW ENGLAND, INC.

By: 
Peter Bruhn
General Counsel & Secretary

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: /	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sonepar Distribution New England, Inc. 560 Oak Street Brockton MA 02301 USA	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570099134748 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			10CSE560208	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$100,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll Ded \$25,000 <input checked="" type="checkbox"/> Comp Ded \$25,000			10 CSE 560203 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG46663044	01/01/2023	01/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10WNS60200 AOS 10WBR560201 WI, MA	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					01/01/2023	01/01/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER Department of Administrative Services Bureau of Purchase and Property 25 Capitol St., Rm. 102 Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc</i>

Holder Identifier :

570099134748

Certificate No :



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

REC'D: DAS BOPP
23 FEB 6 AM 10:10:51

Date: 1/31/2023

Company Name: NORTH EAST ELECTRIC
Address: 22 BRIDGE STREET
CONCORD, NH 03101

To: Point of Contact: Wayne Goulet
Telephone: (603)-271-2009
Email:

RE: Bid Invitation Name: Electrical Supplies & Devices
Bid Number: 2730-23
Bid Posted Date (on or by): January 18, 2023
Bid Closing Date and Time: February 1, 2023 @ 11:00 AM (EST)
Dear Mr. Goulet:

(insert name of signor) Peter J. Dunn on behalf of NORTH EAST ELECTRIC as the 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 #2730-23 for Electrical Supplies & Devices 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 21-F: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 21-F:11-c within the past year.

Authorized Signor's Signature: Peter J. Dunn Authorized Signor's Title: Account Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03104

On the 3 day of February, 2023, personally appeared before me, the above named Peter J. Dunn in his/her capacity as authorized representative of NE Electric 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.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires: March 24, 2026 (Date)



Contractor Initials [Signature]
Date 1/31/2023

**REQUEST FOR BID FOR ELECTRICAL SUPPLIES & DEVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of Electrical Supplies & Devices 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
agent's name. All bids shall be clearly marked with bid number, date due, and purchasing

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 Wayne Goulet at the following address:

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:

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.

01/19/2023
01/25/2023
02/01/2023
05/01/2023

Bid Solicitation distributed on or by
Last day for questions, clarifications, and/or requested changes to bid
11:00 AM (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 Vendors 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 May 1, 2023 or approval of the Governor and Executive Council, 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 Governor and Executive Council. 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, Section I of Attachment B Offer Section. 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(s).

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

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):

- **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:

- **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 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.

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".

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, Wayne Goulet and sent electronic to

At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods sold. This report shall include but not be limited to:
 - o Percentage of recycled materials contained within finished products
 - o Percentage of waste recycled throughout the manufacturing process
 - o Types and volume of packaging used for transport
 - o Any associated material avoided and/or recycled as applicable under contract
 - o A standardized reporting form will be provided after contract award
- Total Cost of all 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 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 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful 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:

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:

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 contact 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:

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 14 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:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

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.

CATEGORY CLARIFICATION:

The following categories are provided as definition guidelines. Discounts will be based on the categories below and must be applied to any item logically falling within the category below unless the exception is specified within the bidder's response. Discounts for each category will be supplied in the offer section form.

Any item offered by the contract vendor may be sold under this contract provided it falls within the contracts scope.

- 1) COMMERCIAL LIGHTING – Indoor And Emergency: Any commercial grade lighting product, except for lamps or ballast and intended for indoor use
- 2) COMMERCIAL LIGHTING – Outdoor: Any commercial grade lighting product, except for lamps or ballast and intended for outdoor use
- 3) CONDUIT – Steel: Enclosed steel casing to run wires or cables through for protection. IE. EMT or rigid to include fittings
- 4) CONDUIT – Plastic: Enclosed plastic casing to run wires or cables through for protection to include fittings:
- 5) ELECTRICIAN TOOLS AND RELATED ACCESSORIES: Any industry related tool and accessory including, but not limited to, test equipment, circuit tracers and hand tools
- 6) FANS AND RELATED ACCESSORIES: Includes any motorized fan and related accessory
- 7) FITTINGS & BOXES – Plastic, Steel, Weatherproof: Any electrical fitting and any electrical box made of steel or plastic to include channel (uni-strut) and its associated parts as well as bell boxes and covers
- 8) FUSES AND RELATED ACCESSORIES: Includes plug, cartridge, time delay and glass fuses as well as blocks and holders

- 9) MISCELLANEOUS SUPPLIES: Any UN - categorized item or accessory not logically found within the other categories listed
- 10) MOTOR CONTROLS: Any contactor, control relay or other device used to control single or multiple motors
- 11) PORTABLE CORDS: Includes mass produced extension cords, power centers, drop lights and accessories
- 12) TRANSFORMERS: Any device utilized for changing the voltage of an electrical supply
- 13) WIRE - CIRCUIT SIZE: INCLUDES THHN OR TFFN SOLID OR STRANDED WIRE, TELEPHONE, THERMOSTAT, CAT-5, COAXIAL WIRE AND ACCESSORIES
- 14) WIRE - Building: Includes romex, mc, and uf. Seal life, sjo, soo (rubber cord) in various wire sizes and configurations
- 15) WIRE - SERVICE CABLE: INCLUDES SEU, 500 MCM AND OTHER THICK WIRE USED TO CARRY THE MAIN SUPPLY FROM POWER STATIONS TO STRUCTURES
- 16) WIRING DEVICES: Includes switches, receptacles, dimmers, toggles, gfi's, plates both metal and plastic speed and fan control, lamp holders all colors, finishes and configurations
- 17) WIRE TERMINATION: includes wire nuts, ty-raps, tapes, splice kits, lugs, butt splices, wire and cable accessories
- 18) ELECTRICAL DISTRIBUTION EQUIPMENT: includes panels, breakers, disconnects, enclosures and associated equipment
- 19) RACEWAY: To include both metal and plastic materials, all fittings, boxes, colors and sizes
- 20) FASTENERS: To include various nuts, bolts, washers, screws, anchors, drill bits, threaded rod and associated material
- 21) ELECTRONIC VEHICLE CHARGING STATION: To include entire unit kit

BID PRICES:

During the term of the agreement, pricing will be based on column 3 of the Trade Service Publication electrical supplies price directory, or the IDW equivalent. Vendors are solely responsible for keeping this price list up to date. Changes in pricing will be effective on the published date or the date such changes are received in the office of the Bureau of Purchase and Property, whichever is later.

To ensure transparency, from a price-auditing standpoint, the successful vendor(s) shall provide the Bureau of Purchase and Property a subscription/membership to Trade Service Publications, Inc. or the IDW equivalent for the term of the contract. This subscription/membership shall include updates and price changes on the same interval as the vendor(s) updates and price changes. (I.e., if you, the vendor receive your Trades Service Pricing updates once a week electronically, the Bureau of Purchase and Property will receive an electronic file or an electronic file posted on the successful vendor(s) online customer portal during the same week that would reflect the same price updates as the vendor received).

The successful vendor(s) shall also provide an electrical supplies price directory for the term of the contract. This requirement can be achieved by either an electronic file or contained in the successful vendor(s) online customer portal.

If during the term of the contract, a contract user should order a product that is not listed in the Trade Service Publication, the vendor shall price the item from the manufactures most current trade price list

column or lowest posted column pricing minus the stated discount shown for the category the item would be logically located within.

Offer Section Pricing: All specified sample items listed in the offer section form (Attachment B) are intended for evaluation purposes. If a bidder does not offer the exact item listed in the "specified sample" section of the Offer Section form, the bidder may write in an equal or better alternative with supporting documentation for said item enclosed with the bid offer.

Net Prices for all "specified sample items" will be calculated utilizing trade service column 3 price listings for the week of January 23, 2023, through the January 27, 2023, minus the offered category discount.

Discount Percentages: Awarded contractors must offer accepted discounts on all items that they carry based on the product category that the item would logically be classified as. Bidders must submit in their response a single price discount for each category. List price before discounts will be based on column 3 of the Trade Service Publication electrical supplies price directory, or IDW equivalent.

CATALOGS:

The contractor shall provide current illustrated catalogs, blue sheets or pricelists, specification guides and cut sheets to all utilizing State agencies at the agency's request, as well as the Bureau of Purchase and Property, at no charge. Once a catalog or other relevant literature has been issued to a contract user, it will be the vendor's responsibility to maintain current catalogs and price sheets for each contract user who has previously received a catalog.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

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.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) 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.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

See Attachment B Offer Section

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 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:

Peter Dunn 603-227-9923 1 800 579-8723
Contact Person Local Telephone Number Toll Free Telephone Number

peter.dunn@needco.com www.needco.com
E-mail Address Company Website

NORTH EAST ELECTRICAL 22 BRIDGE ST CONCORD, NH 03101
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 Section

Contractor Initials PJD
Date 1/31/23

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

Meeting ID: 283 344 301 065

Passcode: 6yCJ7v

Or call in (audio only)

United States, Concord

Phone Conference ID: 457 381 057#

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED

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

I. 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 Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director; On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 7/31/23

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.

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: January 30, 2023

ADDENDUM #1 TO BID INVITATION #2730-23

DATE OF BID CLOSING: ~~02/01/2023~~ 02/07/2023 TIME OF BID CLOSING: 11:00 AM (EST)

FOR ELECTRICAL SUPPLIES & DEVICES

CURRENTLY READS:

Bid Closing Date and time: February 01, 2023 @ 11:00 AM (EST)

CHANGE TO READ:

Bid Closing Date and time: February 07, 2023 @ 11:00 AM (EST)

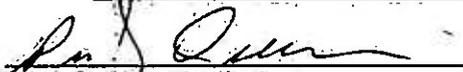
PURCHASING AGENT: WAYNE GOULET

Email: 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 NORTH EAST ELECTRICAL ADDRESS 22 BRIDGE STREET

BY


(this document must be signed)

Peter J Quinn
(please type or print name)

CONCORD NH 03301
TEL. NO. 603 235 5994

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: February 1, 2023

ADDENDUM #2 TO BID INVITATION #2730-23

DATE OF BID CLOSING: 02/07/2023

TIME OF BID CLOSING: 11:00 AM (EST)

FOR ELECTRICAL SUPPLIES & DEVICES

Please delete attachment #1 Offer Section in its entirety and replace with the attachment #1 Offer Section revised. Attachment #1 Offer Section has been updated with changes highlighted.

PURCHASING AGENT: WAYNE GOULET

Email: 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 NORTHEAST ELECTRIC ADDRESS 22 BRIDGE ST

BY *Peter J. Dunn* CONCORD, NH 03301
(this document must be signed)
Peter J. Dunn TEL. NO. 603 235-5994
(please type or print name)

Please visit: www.state.nh.gov/purchasing/bidresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

RFB #2730-23 ELECTRICAL SUPPLIES & DEVICES ATTACHMENT B OFFER SECTION

Bidders do need to bid on each item to be considered compliant.
 Section 1: Award is made to lowest cost in total.
 Any alternative item offered must be accompanied by an attached sheet of supporting specification information for the Bureau of Purchase and Properties to review and consider. The bidder must offer discounts for all categories listed, partial offers will not be considered.
 Section 2: These will not be used for the basis of award.
 Section 3: Bidders do need to complete this section for distribution and emergency information. This information will not be used for the basis of award.

SECTION 1-

CATEGORY	SPECIFIED SAMPLE ITEM / EA.	ALTERNATIVE	TRADE SERVICE COLUMN 3 \$ / EA.	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA.
Commercial Lighting - Indoor & Emergency	18G 1800LM HET AFL GND MVOLT G210 40K 80CRI MJAIR2 RMS0045 DWH (Integrated wireless controls package)		\$505.20	24.0%	\$ 383.95
	EMEL'ELXN400R-2LEDR - LED Emergency		\$84.06	42.0%	\$ 48.75
	2BLT4 40LHE ADP EZ1 LP835 - LED Office		\$278.04	47.0%	\$ 147.36
Commercial Lighting - Outdoor	ESXF4 ALO SWW2 YS DDB M2		\$308.95	54.0%	\$ 142.12
	WPX1 LED P2 40K MVOLT PE DDBXD		\$255.32	47.0%	\$ 135.32
	DSX0 LED P6 40K 80CRI T3M MVOLT RPA DDBXD - LED Area		\$1,685.22	47.0%	\$ 893.17
Conduit - Steel	4" rigid conduit - 100'		\$4,637.70	56.5%	\$ 2,017.40
	1" EMT - 100'		\$319.15	55.0%	\$ 143.62
Conduit - Plastic	4" PVC schd 80 conduit - 100'		\$2,632.70	58.0%	\$ 1,105.73
	1/2" PVC conduit - 100'		\$175.45	55.0%	\$ 78.95
Electrician Tools & Equipment	35-194 Ideal Philips screwdriver		\$9.69	27.0%	\$ 7.07
	Ideal 61-763 Clamp meter		\$247.64	22.0%	\$ 193.16
Fans & Related Accessories	Envirofan 160C7 industrial fan for rev	WCP 8712700 (INCLUDES CONTROLLER)	\$99.10	45.0%	\$ 54.51
	Envirofan 150F fan control	AIRMASTER 485210 CONTROLLER	\$83.30	38.0%	\$ 51.65
Fittings & Boxes - Plastic, Steel, Weatherproof	Roco 262 4-1/16" box		\$91.02	95.0%	\$ 4.55
	5237.1&B 2" liquid tile conn.	SEPCO LT32	\$24.46	59.0%	\$ 10.03
Fuses & Related Accessories	Fsr200 -Buss 200amp 600v fuse		\$230.92	78.0%	\$ 50.80
	Klr10 Buss control fuse		\$35.65	59.5%	\$ 14.44
Miscellaneous Supplies	FL508- 8' type 1a fiberglass step ladder	L-VIL FS1508	\$331.00	55.0%	\$ 148.95
	Oldcastle 13242002 1324-15' Body		\$159.64	6.0%	\$ 150.06
Motor Controls	Ecn0511000 size 1 mag starter enclosed	CR306C102	\$799.99	72.5%	\$ 220.00
	102501101 30.5 mm pushbutton	CR104P8G0081	\$41.96	72.0%	\$ 11.75
Portable Cords	100' 12/3 ext. cord lighted end	CRL 03399-61-05	\$172.92	29.0%	\$ 122.77
	9' 16/3jo power cord	CLM 09706.88-08	\$7.36	58.0%	\$ 3.09
Transformers	9T8383872- 30KVA 480v-120/208 xformer	HAM SG3A0030K8	\$3,260.00	53.0%	\$ 1,532.20
	HAM SK3A0045K89KF 3PH 45KVA 480-208		\$6,831.50	53.0%	\$ 3,210.81
	599 Edwards 120-24V 40va		\$32.20	30.0%	\$ 22.54
Wire - Circuit Size - Copper	Thin 10STR wire 500' coil		\$269.33	57.0%	\$ 115.81

	Thhn 14STR wire 500' coil		\$119.22	57.0%	\$	51.26
Wire - Building	Thhn 500MCM 250'		\$13,810.73	82.0%	\$	2,485.93
	Thhn 250'		\$948.72	57.0%	\$	407.95
Wire - Service Cable	NMB 14/2 romex 250'		\$177.50	57.0%	\$	76.33
	MC 10/3 wire 500'		\$2,324.00	57.0%	\$	999.32
Wiring Devices	Leviton S362 side and back wired spec grade recept		\$20.15	89.0%	\$	2.22
	Leviton 12212 20a 120/277v spec grade switch	P&S P520AC1W	\$28.77	90.0%	\$	2.88
	Wattstopper UT-305-1 Ultrasonic Ceiling Occupancy Sensor 24 VDC 500 sq ft		\$146.07	31.0%	\$	100.79
Wire Termination	RC1010F 1B fork terminal		\$61.27	61.0%	\$	23.90
	TY525M cable tie		\$3.39	49.5%	\$	1.71
Electrical Distribution Equipment	TH3364 GE 3p 200a 600v disconnect	ITE HF364	\$2,080.00	78.5%	\$	447.20
	TH4020CCU GE 40cnc 200a Panel	ITE PN404081200C	\$581.00	64.0%	\$	209.16
Raceway	HBL75010V wireway	W-MOLD V700	\$1.73	22.0%	\$	1.35
	12x12x4 wireway	HOFF F1212G48	\$448.00	59.0%	\$	183.68
Fasteners	JC12C metallics jack chain		\$53.21	57.0%	\$	22.88
	Metalfast JTHDB37158RH per 100 vertical anchor		\$351.00	40.0%	\$	210.60
					TOTAL:	\$ 16,247.71

SECTION 2

CATEGORY	SPECIFIED SAMPLE ITEM / EA	ALTERNATIVE	TRADE SERVICE COLUMN 3 \$/EA	CATEGORY DISCOUNT OFFERED %	FINAL PRICE /EA	
Electronic Vehicle Charging Station	ChargePoint Networked CT-4000 Level 2: CT4021-GW1 Dual Port 6ft Bollard with 18ft Power Management Kit	Includes ChargePoint 1 Year Dual Station Activation And Cloud... \$1,039.63	N/A	N/A	\$8,911.39	
SEE Enclosed Quote 5050959785					TOTAL:	\$ 8,911.39

SECTION 3

DISTRIBUTION INFORMATION

Location of Distribution Site (s)	Contact	Phone number	Email
 			
See Attached Sheet			
EMERGENCY INFORMATION: Emergency Access to Vendor (After Hours/Weekends/Holidays) List all names and numbers that would apply to all branches that would be supporting this contract.			
Location of Distribution Site (s)	Contact	Phone number/Cell/Pager	Email

SECTION 3

DISTRIBUTION INFORMATION

NH LOCATIONS

Dover, NH
36 Lisieworth Road
Dover, NH 03820
phone: 603-740-3800
fax: 603-740-3888
Branch Manager - Steve McIntire

Regional Manager - Jake Bishop
Regional OP Manager - Chris Hesseard

Stratham, NH
62 Portsmouth Avenue
Stratham, NH 03885
phone: 603-778-8565
fax: 603-778-0288
Branch Manager - Lela Depreffe

Regional Manager - Jake Bishop
Branch Sales Mgr - Travis McGowan

220 White Mountain Highway
Conway, NH 03815

Tel. (603) 447-5828
M-F 7am-5:00pm

Deliveries made daily from Wolfeboro to
Colebrook and Cornish to Lovell, and all
points in between.

Branch Manager: Chris Miller
cmiller@rockingham.com

26 Bay Street
Wolfeboro, NH 03894

Tel. (603) 427-9977
M-F 7am - 4pm

Daily deliveries throughout the
Lakes Region.

Branch Manager: Chuck Marble
cmarble@rockingham.com

Concord, NH
22 Bridge Street
Concord, NH 03301
phone: 603-224-4323
fax: 603-224-4041
Branch Manager - Jeff Nelson

Regional Manager - Jake Bishop
Branch Sales Mgr - Travis McGowan
Regional OP Mgr - Chris Hesseard

Rockingham Electric
135 Glen Ave.
Berlin, NH 03570

Tel. (603) 752-3400
M-F 7am-4:00pm

Same day delivery on orders made by
8:30am to the following towns: Groveton,
Colebrook, Pittsburg, and all points
north, Lancaster, Littleton, Woodsville
and points in Maine.

Branch Manager: John Boucher
jboucher@rockingham.com

437 Shattuck Way
Newington, NH 03801

Tel. (603) 430-2510
M-F 6am-4pm

Daily deliveries throughout the Seacoast area.

Branch Manager: Gino Milne
gmilne@rockingham.com

Lighting Center Showroom Hours
M-F: 8:30am - 5:00pm
Sat: 9:00am - 5:00pm

After Hours Support

As our customer, you have access to stocked items, wire,
cutting, and delivery on holidays and outside of our normal
business hours.

3 Easy Steps:

1. Call us 24/7 for our After Hours Service at 603-224-4323
2. We'll respond to your call 24/7 and schedule a time for our service.
3. Our service team will arrive at your location and resolve your issue.

This service is available to existing customers or new orders.
There will be a 150 service charge for after hours service.
After calling please notify the office via e-mail or phone call.

Salem, NH
71 Lowell Road
Salem, NH 03079
phone: 603-883-3004
fax: 603-883-3048
Branch Manager - Dan Hines

Area's Branch Mgr - Susan Gredy

Regional Manager - Jake Bishop
Regional OP Manager - Chris Hesseard

221 Washington St.
Claremont, NH 03743

Tel. (603) 542-8711
M-F 7am-5:00pm

Daily delivery throughout the Connecticut
River Valley Claremont, NH location

Branch Manager: Pandy Town
rtown@rockingham.com

Lighting Center Showroom Hours
M-F: 8:00am to 5:00pm
Closed Saturdays and Sundays

11 Winter St.
Rochester, NH 03867

Tel. (603) 332-5219
M-F 6:30am-5pm

Daily deliveries throughout Ossipee,
Durham/Newmarket, Rochester, Dover,
Somersworth, and Barrington

Branch Manager: Jason Fogg
jfogg@rockingham.com

Send us E-mail:

E-mail: 603-224-5824

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Electrical
A Sonnet Company