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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

July 19, 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 Acme Supply Co., LTD dba Acme Supply Co., LTD LLC (VC#220232), Glen Cove, NY, in an amount up to and not to exceed \$566,191.71 for miscellaneous clothing effective upon Governor and Executive Council approval for the period of November 1, 2023, through November 1, 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, issued request for bid (RFB) 2752-23 on April 10, 2023, with responses due on April 27, 2023. This bid reached 146 vendors through the NIGP registry with an additional 10 directly sourced. There were three compliant responses received with the lowest cost from the incumbent contractor, Acme Supply Co., LTD dba Acme Supply Co., LTD LLC (Contract #8002756).

This contract reflects a 16% overall cost increase as shown in Acme Supply Co., LTD dba Acme Supply Co., LTD LLC's bid response when compared to the current contract (Contract #8002756) pricing due to the current volatile market conditions. However, there is an overall 30% cost avoidance when compared to the two other compliant bid responses. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an annual allowance of 10% for items purchased under the contractor's balance of product line. Acme Supply Co., LTD dba Acme Supply Co., LTD LLC did not want to utilize the available contract extension options under Contract 8002756 due to the current market volatility which resulted in the required bidding process.

Contract financials	
Estimated annual spend	\$171,573.25
Estimated 3-year term spend	\$514,719.75
Add allowance for balance of product line (10%)	\$51,471.96
Price limitation	\$566,191.71

Based on the foregoing, I am respectfully recommending approval of the contract with Acme Supply Co., LTD dba Acme Supply Co., LTD LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Miscellaneous Clothing	Agency	Statewide
RFB#	2752-23	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/27/2023 @ 10:00 AM

Estimated Annual Quantity	Product Description	Acme Supply Co., LTD	Bob Barker Company	JNC Supplies	Expiring Contract
		Delivered Extended Cost	Delivered Extended Cost	Delivered Extended Cost	Delivered Extended Cost
SECTION 1					
5,350	Men's Work Pants, Men's work shirts, Men's work jackets	\$48,150.00	\$77,726.50	\$94,695.00	\$46,600.00
Section 1 Subtotal		\$48,150.00	\$77,726.50	\$180,360.00	\$46,600.00
SECTION 2					
33,775	Undergarments, Sweats, Khakis	\$122,593.75	\$145,440.48	\$185,722.79	\$96,073.75
Section 2 Subtotal		\$122,593.75	\$145,440.48	\$185,722.79	\$96,073.75
SECTION 3					
280	Footwear, Watch Caps	\$829.50	\$536.42	\$790.65	\$829.50
Section 3 Subtotal		\$829.50	\$536.42	\$790.65	\$829.50
N/A	Minimum order	none	none	none	none
N/A	Lead Time	5 days	7-14 business days ARO	21 days	5 days
Grand Total:		\$171,573.25	\$223,703.40	\$366,873.44	\$143,503.25
Estimated annual spend		\$171,573.25	Expiring contract annual		\$143,503.25
Estimated term spend		\$514,719.75	Expiring contract term		\$430,509.75
Add allowance for balance of product line		\$51,471.96	Cost increase		\$84,210.00
Recommended price limitation		\$566,191.71	Delta: new vs. expiring		16%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	Three years w/option to extend for two one-year terms
Price Limitation	\$566,191.71
Number of Solicitations Received	3
Number of Sourced bidders	10
Number of NIGP Vendors Sourced	146
Number of non-responsive bidders	153
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$430,509.75
Total Cost Increase (\$/%)	\$84,210.00 16%

Special Notes: This contract reflects a 16% overall cost increase as shown in Acme Supply Co., LTD dba Acme Supply Co., LTD LLC's bid response when compared to the current contract (Contract #8002756) pricing due to the current volatile market conditions. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an annual allowance of 10% for items purchased under the contractor's balance of product line. Acme Supply Co., LTD dba Acme Supply Co., LTD LLC did not want to utilize the available contract extension options under Contract 8002756 due to the current market volatility which resulted in the required bidding process.

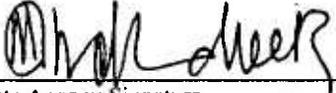
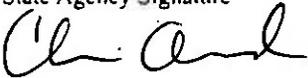
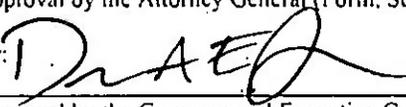
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name 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 Acme Supply Co., LTD dba Acme Supply Co., LTD LLC		1.4 Contractor Address 10 Cedar Swamp Road, Suite 7 Glen Cove, NY 11542	
1.5 Contractor Phone Number (800) 567-8025	1.6 Account Unit and Class Various	1.7 Completion Date: 11/1/2026	1.8 Price Limitation \$566,191.71
1.9 Contracting Officer for State Agency Jonah Rosa		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 5-25-23		1.12 Name and Title of Contractor Signatory ZAHER SHEIK PRESIDENT	
1.13 State Agency Signature  Date: 7/2/23		1.14 Name and Title of State Agency Signatory Charles M. Artinghaus, 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: 7/5/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Acme Supply Co., LTD dba Acme Supply Co., LTD LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Miscellaneous Clothing in accordance with the bid submission in response to State Request for Bid 2752-23 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2752-23
- 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2752-23," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence November 1, 2023, or upon execution by the Governor and 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) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. 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. There shall be no minimum order requirement under this contract.

6. DELIVERY TIME

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

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

7. 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 of New Hampshire shall be returned for full credit within fifteen (15) calendar 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.

8. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment 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.

9. 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 the end of each calendar quarter to Jonah Rosa at the Bureau of Purchase and Property and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

- 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.
- In Excel format

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide Miscellaneous Clothing strictly pursuant to, and in conformity with this contract which resulted from RFB 2752-23.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\[S\(a0fzcv55ahaegs45ipya5i45\)\]/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/[S(a0fzcv55ahaegs45ipya5i45)]/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.

11. 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.

12. CONFIDENTIALITY & CRIMINAL RECORD

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

13. TERMINATION

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

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Miscellaneous Clothing in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$566,191.71; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37, Block 1.7.

2. PRICING STRUCTURE

On the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.

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

Updated Published Price List MUST be e-mailed to Jonah.L.Rosa@DAS.NH.Gov.

ITEM DESCRIPTION	ITEM NUMBER	UNIT PRICE
Men's Work Pants; Full cut; 8.4 oz. Ripstop, 65poly/30cotton/5elasterell-p, covered snap fly front with snaps on separate fly pieces, nickel plated snaps at fly, hip pockets; Color Spruce Green	411SG	\$9.00
Men's work shirts; Long Sleeve, 6.25 oz. Twill, 65poly/35cotton, Moisture wicking, Non-break melamine spruce green 6-button front, barrel cuffs, 2 breast pockets with same color buttons, Color Spruce Green	AG214	\$9.00
Men's work jackets; Denim, 100% cotton, 12oz shell, Front snaps and storm cuffs, Full cut with bi-swing back, two chest pockets, two large lower pockets with inside pocket, corduroy collar, Min hip length of 30"	567NV	\$9.00
Men's Crew Neck T-Shirt; Jersey fabric preshrunk 6oz, Taped neck and shoulder seams double-needle hem, white, orange; 100% cotton ring spun and preshrunk, Spacious fit with long tail.	85701	\$2.25
Men's Boxers; Poplin T1 60 65poly/35c fabric, 6" inseam, white, orange, 1.5" elastic waist bend, three panel cut with relaxed fit.	BX345	\$1.00
Men's Briefs; Jersey fabric, ringspun 50cotton/50poly, preshrunk, moisture wicking, odor protection, fly front, orange, white.	76672	\$0.75
Men's Thermal Waffle Knit Shirt, crew neck, 60cotton/40poly, long sleeve pullover, orange, white, moisture-wicking fabric, flat seams.	45611	\$3.00
Men's Thermal Waffle Knit Pants, 60cotton/40poly, orange, white, moisture-wicking fabric, flat seams.	45612	\$3.00
Men's Khaki Shorts, fleece 65poly/35cotton, no-pockets, 4 row stitched elastic waist band, no-drawstring, ankle length	SHORTB	\$3.00

Men's Khaki Pants, 7.5oz Twill, 65/35 cotton/poly, no-pockets, 4 Row Stitched Elastic Waist Band, no-drawstring	789KH	\$4.00
Men's Tube Socks, 80/20 cotton blend, min 30 oz./dz, orange, gray, white	31401	\$5.00
Women's Sport Socks, roll down terry cuffed, orange, gray, white	31762	\$5.00
Women's Panty, brief style, moisture-wicking fabric 86cotton/14spandex, orange, gray, white	166WH	\$1.50
Sports Bra; 86cotton/14spandex blend, 3-ply construction, no-metal hooks, no-eyelets nor plastic strips, orange, gray, white	72206	\$4.50
Adult Sweatshirts, crew neck pullover, long sleeve, 9.5oz ring spun 80cotton/20poly, 2x1 rib knit cuffs and hem, orange, navy, gray.	732AA	\$5.00
Adult Sweatpants, 9.5oz ring spun 80cotton/20poly, triple-needle covered elastic waistband without draw cord, elastic bottom cuffs, orange, navy, gray.	772AA	\$5.00
Adult T-Shirts, Rib knit crewneck, short sleeve, Min. 6.75oz, 100% cotton jersey knit, taped neck, assorted colors	966AA	\$4.00
Work boot, full-grain leather upper, rust-resistant eyelets, oil- and slip-resistant non-marking rubber outsole, no-shank, Goodyear Welt With midsole construction, moisture wicking insole and lining, black, brown	WB-LEATHER	\$32.00
Shoes: Heavy duty 11 oz canvas upper with foxing and bumper guard, toe cap, durable vulcanized soles, 3straps, no-metal nor plastic, non-skid, mark resistant soles, orange, navy.	C3STRP	\$5.95
Sandals V-Straps in black	1873V	\$2.00
Men's Watch Cap, 100% heavy duty acrylic knit, black	16607	\$2.00

3. MINIMUM ORDER

There shall be no minimum order required.

4. 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 Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

5. DELIVERY LOCATIONS

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

Agency/Location	Delivery Details
Department of Corrections 3 Maguire Street Concord, NH 03302	Call 603-271-1876 prior to delivery Monday through Friday 7:30 AM to 2:30 PM

	Jason Newton 603-271-1858
Glenclyff Home 393 High Street Glenclyff, NH 03238	Monday through Friday 7:00 AM to 3:00 PM Cheryl Towne 603-989-3111 ext. 1617
Dept. of Health and Human Services Sununu Center 1056 North River Road Manchester, NH 03101	Monday through Thursday 6:00 AM to 3:00 PM Stanley Kulis 603-271-1461
NH Veteran's Home 139 Winter Street Tilton, NH 03276	Monday through Friday 8:00 AM to 3:30 PM Nancy Nolan 603-527-4841
NH Hospital 36 Clinton Street Concord, NH 03302	Monday through Friday 7:00 AM to 3:30 PM Derek West 603-271-5411

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

6. INVOICE

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

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

7. PAYMENT

Payments shall be made via Procurement Card (P-Card -Credit Card) or ACH. Orders charged upon delivery/shipment. If the agency is enrolled in the P-Card Program, payments shall be made via P-Card. The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury>.

EXHIBIT D

RFB 2752-23 is incorporated herein.

EXHIBIT E

Contractor's bid is incorporated herein.

Contractor Initials ZS
Date 5.25.23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ACME SUPPLY CO., LTD is a New York Limited Liability Company registered to do business in New Hampshire as ACME SUPPLY CO., LTD LLC on November 12, 2015. 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: 734639

Certificate Number: 0006236572



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



ACME SUPPLY CO., LTD.
10 Cedar Swamp Road, Suite #7, Glen Cove, NY 11542
Ph: 800-567-8025 Fax: 800-567-8026 Website:www.acmesupply.us

CERTIFICATE OF AUTHORITY

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

Re: NH State Clothing Miscellaneous Clothing 2752-23

To Whom It May Concern,

I, individually and on behalf on behalf of Acme Supply Co., LTD dba Acme Supply Co., LTD LLC do by my signature below, certify that:

Acme Supply Co., LTD is a corporation, duly organized and existing under the laws of New York State; registered to do business in New Hampshire as dba Acme Supply Co., LTD LLC.

I am the President authorized to sign on behalf of Acme Supply and authorized to make, execute and approve any and all contracts or amendments thereof, entered into by between Acme Supply and New Hampshire State.

In witness whereof, I hereby set my hand this 25 day of May 2023.

Zaheer Sheik
President and Owner
Acme Supply Co., LTD
800.567.8025 (phone)
800.567.8026 (fax)
BN@acmesupply.us

From: [Zaheer Sheik](#)
To: [Bid Notice; Rosa, Jonah](#)
Subject: Re: NH State Clothing Miscellaneous Clothing 2752-23.pdf
Date: Tuesday, June 20, 2023 1:43:11 PM

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon Mr. Rosa,

Please allow this email to serve as clarification that I, Zaheer Sheik, am the sole owner of Acme Supply Co., LTD an S-Corporation in the state of New York.

If there is any additional information that is needed please let me know.

Sincerely,
Zaheer Sheik
Acme Supply Co Ltd.
10 Cedar Swamp Road, Glen Cove, NY 11542
Tel 516-629-6940, Fax 516-629-6941
ZSheik@AcmeSupply.US
www.AcmeSupply.US

On Tue, Jun 20, 2023 at 1:40 PM Bid Notice <bn@acmesupply.us> wrote:

Customer Service
Acme Supply Co Ltd
10 Cedar Swamp Road, Glen Cove, NY 11542
Ph: 800-567-8025 Ext 54
Fax: 800-567-8026
BN@AcmeSupply.US
AcmeSupply.US

----- Forwarded message -----

From: Rosa, Jonah <Jonah.L.Rosa@das.nh.gov>
Date: Tue, Jun 20, 2023 at 1:19 PM
Subject: RE: NH State Clothing Miscellaneous Clothing 2752-23.pdf
To: Bid Notice <bn@acmesupply.us>

Good afternoon,

Our legal office has reviewed the contract documents and has advised that a new Certificate of Authority (COA) needs to be provided before we can move forward with final signatures. Unless the business is a sole proprietorship, then the individual signing the contract should be authorized in writing on behalf of the organization by another officer of the business. Attached is the original we have on file for reference, as well as templates to use if you need one. Also, please resign the attached P37 contract form if a new COA is provided since the COA needs to be dated on or before the contract signature date. Thank you.

Best Regards,

Jonah Rosa

Purchasing Agent

State of New Hampshire

Department of Administrative Services

Bureau of Purchasing and Property

25 Capitol Street, RM 102

Concord, NH 03301

(603) 271-2550

Email: Jonah.L.Rosa@das.nh.gov

<https://das.nh.gov/purchasing>

Nominate an outstanding employee! Go to: <https://das.nh.gov/comm/das-employee-recognition-program.aspx>

From: Bid Notice <bn@acmesupply.us> /
Sent: Monday, June 19, 2023 1:51 PM
To: Rosa, Jonah <Jonah.L.Rosa@das.nh.gov>
Subject: Re: NH State Clothing Miscellaneous Clothing 2752-23.pdf

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon Mr. Rosa,

From: Bid Notice
To: Rosa, Jonah
Subject: Re: NH State Clothing Miscellaneous Clothing 2752-23.pdf
Date: Monday, June 26, 2023 11:54:46 AM

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon Mr. Rosa,

Please allow this email to serve as my formal secondary verification that Zaheer Sheik is the sole owner of Acme Supply Co., LTD.

If there is any additional information that I can provide please let me know.

Respectfully,
Stephanie Bailey

Customer Service
Acme Supply Co Ltd
10 Cedar Swamp Road, Glen Cove, NY 11542
Ph: 800-567-8025 Ext 54
Fax: 800-567-8026
BN@AcmeSupply.US
AcmeSupply.US

On Mon, Jun 26, 2023 at 11:46 AM Rosa, Jonah <Jonah.L.Rosa@das.nh.gov> wrote:

Hi Zaheer,

I routed the contract package for approval but our attorneys would like to have one of your employees provide secondary verification that you are the sole owner of Acme Supply. Please have one of your employees reply to this email at your earliest convenience to confirm. Thank you for your patience while we finalize the contract. This should be the last item needed.

Best Regards,

Jonah Rosa

Purchasing Agent

State of New Hampshire

Department of Administrative Services

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113111598
ACME SUPPLY CO.,LTD
10 CEDAR SWAMP RD STE 7
GLEN COVE NY 11542



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER ACME SUPPLY CO.,LTD 10 CEDAR SWAMP RD STE 7 GLEN COVE NY 11542		CERTIFICATE HOLDER NH STATE 25 CAPITOL STREET RM 102 CONCORD NH 03301	
POLICY NUMBER H1138 199-3	CERTIFICATE NUMBER 431891	POLICY PERIOD 01/27/2023 TO 01/27/2024	DATE 6/19/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1138 199-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

ZAHEER SHAIKH, PRESIDENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 223999287

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 4.10.2023

Company Name: ACME SUPPLY CO., LTD
Address: 10 CEDAR SWAMP RD. STE # 7
GLEN COVE NY 11542

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

RE: Bid Invitation Name: Miscellaneous Clothing
Bid Number: 2752-23
Bid Posted Date (on or by): 4/10/2023
Bid Closing Date and Time: 4/27/2023 @ 10:00 AM (EST)
Dear Mr. Rosa,

[Insert name of signor] ZANEER SHEIK, on behalf of ACME SUPPLY CO., [insert name of entity submitting bid (collectively referred to as "Vendor"), hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2752-23 for Miscellaneous Clothing 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-I: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-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature  Authorized Signor's Title President

**REQUEST FOR BID FOR MISCELLANEOUS CLOTHING FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of Miscellaneous Clothing 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, and signed page one of the bid invitation.

BID SUBMITTAL:

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

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

BID INQUIRIES:

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

Questions shall be submitted by E-mail to Jonah Rosa at Jonah.L.Rosa@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

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

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

ADDENDA:

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

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

TIMELINE:

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

04/10/2023	Bid Solicitation distributed on or by
04/24/2023	Last day for questions, clarifications, and/or requested changes to bid
04/27/2023	10:00 AM (EST) Bid Closing
11/01/2023	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 on November 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2026, a period of approximately three (3) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

CONTRACT AWARD:

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

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

NOTIFICATION AND AWARD OF CONTRACT(S):

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

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

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

LIABILITY:

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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any 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 proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. 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. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. 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, the State will 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 be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this bid;

- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

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

VENDOR CERTIFICATIONS:

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

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

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

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

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

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

Updated Published Price List MUST be e-mailed to Jonah.L.Rosa@DAS.NH.Gov.

PRICE ADJUSTMENTS:

On the anniversary date of this contract and annually thereafter, the successful Vendor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.

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

Updated Published Price List MUST be e-mailed to Jonah.L.Rosa@DAS.NH.Gov.

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 Jonah Rosa at The Bureau of Procurement & Support Services and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 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:
 - 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 Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Microsoft 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 501 c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

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

INVOICING:

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

TERMS OF PAYMENT:

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

VENDOR RESPONSIBILITY:

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

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

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

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

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

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

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

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

- Provide certificate of insurance indicating the coverage amounts required by Section 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 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.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of

the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

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.

NON-EXCLUSIVE CONTRACT

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or Total Proposal.

DELIVERY TIME:

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

The use of a private carrier to make delivery **does not** relieve the 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:

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

Use Attachment 2: Offer Sheet.

MINIMUM ORDER:

The minimum order quantity/value is (if any): _____. If none, state "none." Fee if the minimum order is not met: _____.

PRODUCT SAMPLES:

Vendors will be contacted during the bidding process if a sample is required. **DO NOT SUBMIT SAMPLES WITH YOUR BID RESPONSE.** All samples must be provided at no charge to the State of NH and will not be returned.

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.

ZAHHEER SHEIK
Contact Person

800.567.8025
Local Telephone Number

800.567.8025
Toll Free Telephone Number

BN@ACME.SUPPLY.US
E-mail Address

WWW.ACME.SUPPLY.US
Company Website

ACME SUPPLY Co., LTD
Vendor Company Name

10 CEDAR SWAMP RD. STE # 7 GLEN COVE NY 11542
Vendor Address

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

Agency / location	Delivery Details
Department of Corrections 3 Maguire Street Concord, NH 03302	Call 603-271-1876 prior to delivery Monday through Friday 7:30 AM to 2:30 PM Jason Newton 603-271-1858

Glenciff Home 393 High Street Glenciff, NH 03238	Monday through Friday 7:00 AM to 3:00 PM Cheryl Towne 603-989-3111 ext. 1617
Dept. of Health and Human Services Sununu Center 1056 North River Road Manchester, NH 03101	Monday through Thursday 6:00 AM to 3:00 PM Stanley Kulis 603-271-1461
NH Veteran's Home 139 Winter Street Tilton, NH 03276	Monday through Friday 8:00 AM to 3:30 PM Nancy Nolin 603-527-4841
NH Hospital 36 Clinton Street Concord, NH 03302	Monday through Friday 7:00 AM to 3:30 PM Derek West 603-271-5411

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

ATTACHMENTS:

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

Attachment 1: Sample P-37 Form

Attachment 2: Offer Sheet

The Bid Opening is open to the public online on 4/27/2023 at 10:00 AM at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 244 892 408 124

Passcode: F7pfa2

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 116 712 102 0

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944,,569308032# United States, Concord

Phone Conference ID: 569 308 032#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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 Unit and Class	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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time

of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be

deemed an original, constitutes the entire agreement and agreements and understandings with respect to the subject matter understanding between the parties; and supersedes all prior hercof.

ATTCHMENT 2: OFFER SHEET - MISCELLANEOUS CLOTHING ITEMS

Bid 2752-23

Vendor:

DESCRIPTION	EST. ANNUAL USAGE	SIZES	BRAND & STYLE Offered	SKU / Item Number	Each Price	Pack Size	Package Price	EXTENDED PRICE
SECTION 1:								
Men's Work Pants; Full cut; 8.4 oz. Ripstop, 65poly/30cotton/5elasterell-p. covered snap fly front with snaps on separate fly pieces, nickel plated snaps at fly, hip pockets; Color Spruce Green	100	Small - XL	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	2X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	3X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	4X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	5X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	6X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	50	7X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	8X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	9X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	10X	ACME	411SG	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
Men's work shirts; Long Sleeve, 6.25 oz. Twill, 65poly/35cotton, Moisture wicking, Non-break, melamine spruce green 6-button front, barrel cuffs, 2 breast pockets with same color buttons. Color Spruce Green	100	Small - XL	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	2X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	100	3X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 900.00
	50	4X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	5X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	6X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	7X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	8X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	9X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
	50	10X	ACME	AG214	\$ 9.00	24 EA	\$ 216.00	\$ 450.00
Men's work jackets; Denim, 100% cotton, 12oz shell, Front snaps and storm cuffs, Full cut with bi-swing back, two chest pockets, two large lower pockets with inside pocket, corduroy collar, Min hip length of 30"	200	Small - XL	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 1,800.00
	100	2X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 900.00
	100	3X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 900.00
	100	4X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 900.00
	100	5X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 900.00
	100	6X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 900.00
	50	7X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 450.00
	50	8X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 450.00
	50	9X	ACME	567NV	\$ 9.00	12 EA	\$ 108.00	\$ 450.00
	50	10X	ACME	567NV	\$ 9.00	12 EA	\$ 450.00	\$ 450.00
Section 1 Sub-Total:								\$ 19,350.00
SECTION 2:								
Men's Crew Neck T-Shirt; Jersey fabric preshrung 6oz, Taped neck and shoulder seams	200	Small - XL	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 450.00
	100	2X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	3X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	4X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00

ATTCHMENT 2: OFFER SHEET - MISCELLANEOUS CLOTHING ITEMS

double-needle hem, white, orange, 100% cotton ringspun and preshrunk, Spacious fit with long tail.	100	5X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	6X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	7X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	8X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	9X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
	100	10X	ACME	85701	\$ 2.25	60 EA	\$ 135.00	\$ 225.00
Men's Boxers; Poplin T160 65poly/35c fabric, 6" inseam, white, orange, 1.5" elastic waist bend, three panel cut with relaxed fit.	200	Small - XL	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 200.00
	100	2X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	3X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	4X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	5X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	6X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	7X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	8X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	9X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
	100	10X	ACME	BX345	\$ 1.00	144 EA	\$ 144.00	\$ 100.00
Men's Briefs: Jersey fabric, ringspun 50cotton/50poly, preshrunk, moisture-wicking, odor protection, fly front, orange, white.	100	Small - XL	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 75.00
	25	2X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	3X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	4X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	5X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	6X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	7X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	8X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	9X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
	25	10X	ACME	76672	\$ 0.75	288 EA	\$ 216.00	\$ 18.75
Men's Thermal Waffle Knit Shirt, crew neck, 60cotton/40poly, long sleeve pullover, orange, white, moisture-wicking fabric, flat seams.	50	Small - XL	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	100	2X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 300.00
	100	3X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 300.00
	50	4X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	5X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	6X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	7X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	8X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	9X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	10X	ACME	45611	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
Men's Thermal Waffle Knit Pants, 60cotton/40poly, orange, white, moisture-wicking fabric, flat seams.	100	Small - XL	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 300.00
	150	2X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 450.00
	100	3X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 300.00
	50	4X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	5X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	6X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	7X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	8X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00

ATTCHMENT 2: OFFER SHEET - MISCELLANEOUS CLOTHING ITEMS

	50	9X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
	50	10X	ACME	45612	\$ 3.00	60 EA	\$ 180.00	\$ 150.00
Men's Khaki Shorts, fleece 65poly/35cotton, no-pockets, 4 row stitched elastic waist band, no-drawstring, ankle length	100	Small - XL	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 300.00
	150	2X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 450.00
	100	3X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 300.00
	50	4X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	5X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	6X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	7X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	8X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	9X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	50	10X	ACME	SHORTB	\$ 3.00	24 EA	\$ 72.00	\$ 150.00
	Men's Khaki Pants, 7.5oz Twill, 65/35 cotton/poly, no-pockets, 4 Row Stitched Elastic Waist Band, no-drawstring	100	Small - XL	ACME	789KH	\$ 4.00	24 EA	\$ 96.00
150		2X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 600.00
100		3X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 400.00
50		4X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		5X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		6X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		7X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		8X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		9X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
50		10X	ACME	789KH	\$ 4.00	24 EA	\$ 96.00	\$ 200.00
Men's Tube Socks, 80/20 cotton blend, min 30 oz/dz, orange, gray, white	800	One Size	ACME	31401	\$ 5.00	240 EA	\$ 1,200.00	\$ 4,000.00
Women's Sport Socks, roll down ferry cuffed, orange, gray, white	150	One Size	ACME	31762	\$ 5.00	240 EA	\$ 1,200.00	\$ 750.00
Women's Panty, brief style, moisture-wicking fabric 86cotton/14spandex, orange, gray, white	150	Size 5-8	ACME	166WH	\$ 1.50	288 EA	\$ 432.00	\$ 225.00
	50	9-12	ACME	166WH	\$ 1.50	288 EA	\$ 432.00	\$ 75.00
	50	13-20	ACME	166WH	\$ 1.50	288 EA	\$ 432.00	\$ 75.00
Sports Bra: 86cotton/14spandex blend, 3-ply construction, no- metal hooks, no-eyelets nor plastic strips, orange, gray, white	20	Small - XL	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 90.00
	10	2X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	3X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	4X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	5X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	6X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	7X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	8X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	9X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00
	10	10X	ACME	72206	\$ 4.50	240 EA	\$ 1,080.00	\$ 45.00

ATTCHMENT 2: OFFER SHEET - MISCELLANEOUS CLOTHING ITEMS

Adult Sweatshirts, crew neck pullover, long sleeve, 9.5oz ring spun 80cotton/20poly, 2x1 rib knit cuffs and hem, orange, navy, gray.	400	Small - XL	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 2,000.00
	150	2X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 750.00
	120	3X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	4X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	5X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	6X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	7X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	8X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	9X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	10X	ACME	732AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
Adult Sweatpants, 9.5oz ring spun 80cotton/20poly, triple-needle covered elastic waistband without drawcord, elastic bottom cuffs, orange, navy, gray.	450	Small - XL	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 2,250.00
	150	2X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 750.00
	120	3X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	4X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	5X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	6X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	7X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	8X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	9X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
	120	10X	ACME	772AA	\$ 5.00	36 EA	\$ 180.00	\$ 600.00
Adult T-Shirts, Rib knit crewneck, short sleeve, Min. 6.75oz, 100% cotton jersey knit, taped neck, assorted colors	100	Small - XL	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 400.00
	30	2X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	3X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	4X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	5X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	6X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	7X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	8X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	9X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
	30	10X	ACME	966AA	\$ 4.00	24 EA	\$ 96.00	\$ 120.00
Section 2 Sub-Total:								\$ 35,068.75

SECTION 3:

Work boot, full-grain leather upper, rust-resistant eyelets, oil- and slip-resistant non-marking rubber outsole, no-shank, goodyear Welt With midsole construction, moisture wicking insole and lining, black, brown	10	5 to 16	ACME	WB-LEATHER	\$ 32.00	12 EA	\$ 384.00	\$ 320.00
Shoes; Heavy duty 11oz canvas upper with foxing and bumper								

ATTCHMENT 2: OFFER SHEET - MISCELLANEOUS CLOTHING ITEMS

guard, toe cap, durable vulcanized soles, 3straps, no-metal nor plastic, non-skid, mark resistant soles, orange, navy.	10	5 to 16	ACME	C3STRP	\$ 5.95	24 EA	\$ 142.80	\$ 59.50
Sandals V-Straps in black	25	Small-4XL	ACME	1873V	\$ 2.00	144 EA	\$ 288.00	\$ 50.00
Men's Watch Cap, 100% heavy duty acrylic knit, black	100	One Size	ACME	16607	\$ 2.00	180 EA	\$ 360.00	\$ 200.00
							Section 3 Sub-Total:	\$ 629.50

Section 1 Sub-Total:	\$ 19,350.00
Section 3 Sub-Total:	\$ 35,068.75
Section 3 Sub-Total:	\$ 629.50
Grand Total:	\$ 55,048.25

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: April 19, 2023

ADDENDUM # 01 TO BID INVITATION # 2752-23

DATE OF BID CLOSING: 4/27/2023

TIME OF BID CLOSING: 10:00 AM (EST)

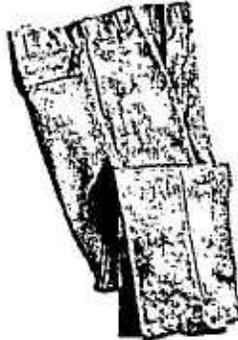
FOR: Miscellaneous Clothing

Question 1: The bid paperwork states the delivery time frame is within 5 business days of placement of order, are we able to state a longer delivery time frame if needed?

State Response: Yes; A longer delivery time will be acceptable. If a longer delivery time is requested, please state your delivery time here: _____

Question 2: In Section 1 of the Attachment 2 excel document, are you able to provide a picture of the Men's work pants you are currently receiving?

State Response: We are receiving the following in addition to khaki-colored pants with an elastic waistband and no pockets. Dickies brand:



Carhart Brand:



Question 3: In Section 2 of the Attachment 2 excel document, are all colors needed in all sizes for the Men's crew neck t-shirts, boxers, briefs, thermal pants and tops, tube socks, women's sport socks, panties, sports bras, sweatshirts and sweatpants?

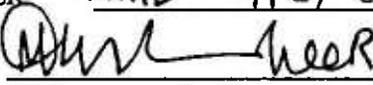
State Response: Undergarments and t-shirts are white. All other outerwear is all colors, but mostly gray (including sports bras).

Question 4: In section 2 of the Attachment 2 excel document, the Adult T-shirts crewneck 100% cotton jersey knit, tapered neck, etc. states "various colors" can you please clarify what colors are needed?

State Response: All outerwear is all colors, but mostly gray (including sports bras).

PURCHASING AGENT: Jonah Rosa
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 ACME SUPPLY CO LTD ADDRESS 10 CEDAR SWAMP RD. STE #7
BY  GLENCOTE, NY 11542
(this document must be signed)
ZANEER SHEIK TEL. NO. 800-567-8025
(please type of print name)

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

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

DATE OF CHANGE: April 21, 2023

ADDENDUM # 02 TO BID INVITATION # 2752-23

DATE OF BID CLOSING: 4/27/2023

TIME OF BID CLOSING: 10:00 AM (EST)

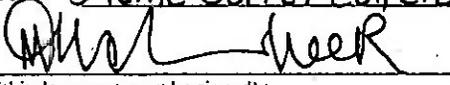
FOR: Miscellaneous Clothing

Question 1: In Section 2 of the Attachment 2 Offer Sheet, the "Men's Khaki Shorts, fleece 65poly/35cotton, no-pockets, 4 row stitched elastic waist band, no-drawstring" states ankle length. Can you please clarify what you mean by "ankle length" for these shorts?

State Response: This is a typo. Please disregard the term "ankle length."

PURCHASING AGENT: Jonah Rosa
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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: ACME SUPPLY Co., LTD ADDRESS 10 CEDAR SWAMP RD. STE #7
BY  GLEN COVE NY 11542
(this document must be signed)
ZAHER SHEIK TEL. NO. 800 567 8025
(please type or print name)

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