



Charles M. Arlinghaus
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

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Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 18, 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 Presby Steel, LLC (VC#225449), Berlin, NH in an amount up to and not to exceed \$1,154,541.25 for miscellaneous hot and cold rolled steel in less than milled quantities, with the option to renew for an additional two-year period, effective upon Governor and Executive Council approval for the period December 1, 2023, through November 30, 2028.

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

EXPLANATION

This contract, upon approval, for miscellaneous hot and cold rolled steel in less than milled quantities will continue to provide the State of New Hampshire Department of Transportation (DOT) and eligible participants, the steel that is needed for construction projects and automotive repairs. The absence of this contract would leave the State with increased cost of materials if they were not held in at contracted pricing.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2808-24 on August 17, 2023, with responses due on September 1, 2023. This RFB reached 88 vendors through the NIGP electronic sourcing platform with an additional 6 directly sourced. There was one compliant response received with Presby Steel, LLC submitting the lowest cost and compliant submission for this requested contract. BoPP reached out to the sourced vendors who chose not to reply to the RFB and received three responses, one being from Hudson Tool Steel Corporation, and the vendor stated that they are unable to supply this commodity, as they only supply steel for making tools and machinery and they do not provide structural steel. Another response was received from Central Steel Supply Co., and the vendor noted that they have a difficult time acquiring cold rolled steel and elected not to bid. The third response was from Cohen Steel Supply.

The vendor noted that they chose not to participate in the bid opportunity due to their workload being at capacity.

This contract represents a cost savings to the State of \$20,193.47 compared to the current contract (Contract #8002630).

Contract financials	
Estimated annual spend	\$230,908.25
Estimated five-year term spend	\$1,154,541.25
Recommended price limitation	\$1,154,541.25

Based on the foregoing, I am respectfully recommending approval of the contract with Presby Steel, 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 Hot & cold Rolled Steel in Less than milled quantities	Agency	DAS
RFB#	2808-24	Requisition#	N/A
Agent Name	Lincoln Adams	Bid Closing	September 1, 2023 @ 10:00 AM

EST. ANNUAL QTY.	UOM	CATEGORY	WIDTH / LENGTH	DESCRIPTION	DELIVERED UNIT COST	PRESBY STEEL, LLC
						EXTENDED COST
244	SQ FT	19W4 Bar Grating Painted Black Smooth Surface	24 x 96	GRATING 1 X 3/16	\$16.50	\$4,026.00
288	SQ FT	19W4 Bar Grating Serrated Surface	36 x 288	SERR BAR GR 1 1/2 X 3/16	\$19.50	\$5,616.00
23	EACH	Hot Roll Mild Steel Flat Bar	9"	HR FL 1/2 X 9	\$0.99	\$22.77
51	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 3/16 X 1	\$1.14	\$58.14
60	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/8 X 1	\$1.14	\$68.40
76	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 1 1/2	\$0.90	\$68.40
85	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/8 X 10	\$1.14	\$96.90
89	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 3/16 X 3 1/2	\$1.14	\$101.46
102	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/8 X 12	\$1.14	\$116.28
114	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 3/16 X 1 1/2	\$1.14	\$129.96
127	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 1 1/4	\$0.90	\$114.30
128	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/8 X 1 1/2	\$1.14	\$145.92
128	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 5	\$0.90	\$115.20
136	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/2 X 1	\$0.90	\$122.40
170	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 1/8 X 4	\$1.14	\$193.80
191	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 3/16 X 3"	\$1.14	\$217.74
213	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 1/8 X 5	\$1.14	\$242.82
230	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 3	\$0.90	\$207.00
238	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 7	\$0.90	\$214.20
272	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/2 X 8"	\$0.90	\$244.80
298	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 2 1/2	\$0.90	\$268.20
328	EACH	Hot Roll Mild Steel Flat Bar	15' 11.0"	HR FL 1/2 X 10	\$0.90	\$295.20
340	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 10	\$0.90	\$306.00
340	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 5/8 X 4	\$0.90	\$306.00
384	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 1 1/2	\$0.90	\$345.60
459	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 3	\$0.90	\$413.10
544	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1 X 4	\$0.90	\$489.60
584	EACH	Hot Roll Mild Steel Flat Bar	9' 1.0"	HR FL 1/2 X 7	\$0.90	\$525.60
612	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/16 X 8"	\$1.14	\$697.68
612	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/4 X 6	\$0.90	\$550.80
680	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/2 X 4	\$0.90	\$612.00
680	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 5/8 X 2	\$0.90	\$612.00
748	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 4	\$0.90	\$673.20
782	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 2	\$0.90	\$703.80
794	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FB 3/16 X 2	\$1.14	\$905.16
829	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/16 X 5"	\$1.14	\$945.06
918	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/4 X 1	\$0.90	\$826.20
969	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 2	\$0.90	\$872.10
1020	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 4	\$0.90	\$918.00
1163	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/2 X 3	\$0.90	\$1,046.70
1224	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1/2 X 6	\$0.90	\$1,101.60
1632	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1 X 6	\$0.90	\$1,468.80



Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

1,904.00	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 1 X 2	20	\$0.90	\$1,713.60
2142	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 6	20	\$0.90	\$1,927.80
6,360.00	EACH	Hot Roll Mild Steel Flat Bar	20"	HR FL 3/8 X 1 1/4	20	\$1.14	\$7,250.40
56	EACH	Aluminum Flat Sheet	4'x8'	5052 AL SHT .125	4'x8'	\$3.70	\$207.20
64	SQ FT	Aluminum Raised Expanded Metal	48 x 96	ALUM STD XMTL 3/4" .125	48 x 96	\$16.00	\$1,024.00
483	PC	Anti-slip Ladder Rungs	N/A	S-3-RWV LADDER RUNG TRID-GRIP	N/A	\$65.00	\$31,995.00
13	EACH	Cold Roll Solid Round	20" 3.0"	C F RD 1/2	20" 3.0"	\$1.75	\$22.75
47	EACH	Cold Roll Solid Round	14"	C F RD 1-1/8	14"	\$1.75	\$82.25
48	EACH	Cold Roll Solid Round	12"	C F RD 1/4	12"	\$2.30	\$110.40
161	EACH	Cold Roll Solid Round	20" 1.0"	C F RD 1	20" 1.0"	\$1.55	\$249.55
164	EACH	Cold Roll Solid Round	20" 1.0"	C F RD 1-3/4	20" 1.0"	\$1.60	\$262.40
362	EACH	Cold Roll Solid Round	20"	C F RD 1 1/2	20"	\$1.60	\$579.20
431	EACH	Cold Roll Solid Round	20" 2.0"	C F RD 2	20" 2.0"	\$1.70	\$732.70
5,171.00	EACH	Cold Roll Solid Round	20" 1.0"	C F RD 4	20" 1.0"	\$1.75	\$9,049.25
288	SQ FT	Flattened Expanded Metal	48 x 96	XMTL 3/4 #9 FLAT	48 x 96	\$1.79	\$515.52
211	EACH	Grade A500 Rectangular Tubing	24"	RECT TUBE 4 X 2 X 1/4	24"	\$1.20	\$253.20
265	EACH	Grade A500 Rectangular Tubing	24"	RECT TUBE 2 X 1 X 1/8	24"	\$1.10	\$291.50
571	EACH	Grade A500 Rectangular Tubing	24"	RECT TUBE 4 X 2 X 1/8"	24"	\$1.10	\$628.10
1,335.00	EACH	Grade A500 Rectangular Tubing	24"	RECT TUBE 6 X 3 X 1/4	24"	\$1.20	\$1,602.00
77	EACH	Grade A500 Schedule 40 Pipe	21"	BARB PIPE SCH 40 2	21"	\$1.16	\$89.32
152	EACH	Grade A500 Schedule 40 Pipe	21"	1-1/2 SCH 40 BARB PIPE	21"	\$1.16	\$176.32
166	EACH	Grade A500 Schedule 40 Pipe	21" 11.0"	BARB PIPE SCH 40 3	21" 11.0"	\$1.16	\$192.56
227	EACH	Grade A500 Schedule 40 Pipe	21"	BARB PIPE SCH 40 4"	21"	\$1.16	\$263.32
398	EACH	Grade A500 Schedule 40 Pipe	21"	BARB PIPE SCH 40 6"	21"	\$1.16	\$461.68
1409	EACH	Grade A500 Schedule 40 Pipe	21"	BARB PIPE SCH 40 1	21"	\$1.16	\$1,634.44
305	EACH	Grade A500 Schedule 80 Pipe	21"	BARB PIPE SCH 80 1 1/2	21"	\$1.21	\$369.05
1,258.00	EACH	Grade A500 Schedule 80 Pipe	21"	4" SCH 80 BARB PIPE	21"	\$1.21	\$1,522.18
3,000.00	EACH	Grade A500 Schedule 80 Pipe	21"	BARB PIPE SCH 80 6"	21"	\$1.35	\$4,050.00
72	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 3/4 X 14 GA	24"	\$1.18	\$84.96
106	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 1-1/2 X 1/8	24"	\$0.99	\$104.94
114	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 3 X 1/8"	24"	\$1.12	\$127.68
128	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 1-3/4 X 1/8"	24"	\$1.08	\$138.24
164	EACH	Grade A500 Square Tube	24"	HITCH TUBE 2-1/2 X .238	24"	\$1.17	\$191.88
192	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 1-1/2 X 1/4	24"	\$1.17	\$224.64
415	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 2 X 3/16	24"	\$0.99	\$410.85
842	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 1 X 1/8	24"	\$0.99	\$833.58
951	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 1-1/2 X 3/16	24"	\$0.99	\$941.49
1169	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 2 X 1/4	24"	\$0.99	\$1,157.31
3,516.00	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 4 X 1/4	24"	\$0.90	\$3,164.40
4,266.00	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 2-1/2 X 1/4	24"	\$1.15	\$4,905.90
5,287.00	EACH	Grade A500 Square Tube	24"	SQUARE TUBE 2 X 1/8"	24"	\$0.99	\$5,234.13
356	EACH	Grade A53 Schedule 40 Pipe Painted Black	21"	PIPE BLK SCH 40 3/4	21"	\$1.72	\$612.32
441	EACH	Grade A53 Schedule 80 Pipe Painted Black	21"	BK PE PIPE SCH 80 1 1/4	21"	\$1.60	\$705.60
2,092.00	EACH	Grade A53 Schedule 80 Pipe Painted Black	21"	BK PE PIPE SCH 80 2-1/2"	21"	\$2.20	\$4,602.40
697	EACH	Grade A992 Wide Flange Beam	19" 11.0"	W 12 X 35	19" 11.0"	\$0.99	\$690.03
5,580.00	EACH	Grade A992 Wide Flange Beam	45"	W 24 X 62	45"	\$0.99	\$5,524.20
6,244.00	EACH	Grade A992 Wide Flange Beam	40"	W 8 X 31	40"	\$0.99	\$6,181.56
64	SQ FT	Heavy Duty Raised Expanded Metal	48" x 96"	XMTL GR 3#	48" x 96"	\$6.63	\$424.32
21	EACH	Hot Roll Mild Steel Flat Plate	34 x 36	1/2 R SHEET 16 GA	34 x 36	\$0.92	\$19.32
1159	EACH	Hot Roll Mild Steel Flat Plate	29 x 29	HR PLATE 3/4"	29 x 29	\$1.15	\$1,332.85
1272	EACH	Hot Roll Mild Steel Flat Plate	30 x 41	HR PLATE 1-1/2"	30 x 41	\$1.15	\$1,462.80



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

1760	EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR SHEET 11 GA	\$0.92	\$1,619.20
2124	EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 3/8"	\$0.92	\$1,954.08
5,391.00	EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/4"	\$0.92	\$4,959.72
5,881.00	EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/2"	\$0.92	\$5,410.52
3	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1/4"	\$1.35	\$4.05
38	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 3/8"	\$1.65	\$62.70
42	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 5/8"	\$0.85	\$35.70
60	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 3/4"	\$0.85	\$51.00
120	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1/2"	\$0.85	\$102.00
214	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1"	\$0.85	\$181.90
245	EACH	Hot Roll Solid Round Bar	20'	HR ROUND 7/8"	\$0.89	\$218.05
10	EACH	Hot Roll Solid Square Bar	20'	HR SQ 3/8	\$0.93	\$9.30
85	EACH	Hot Roll Solid Square Bar	20'	HR SQ 1/2	\$0.93	\$79.05
28	EACH	Long Aluminum Angle	25'	AL L 2 X 2 X 1/4	\$3.87	\$108.36
35	EACH	Long Aluminum Angle	25'	ALUM ANGLE 3" X 2" X 1/4"	\$4.40	\$154.00
42	EACH	Long Aluminum Angle	25'	AL L 1 1/2 X 1 1/2 X 1/8	\$3.87	\$162.54
2	EACH	Long Aluminum Flat Bar	12'	AL FL 1/8 X 1	\$5.62	\$11.24
4	EACH	Long Aluminum Flat Bar	12'	AL FL 1/4 X 1	\$4.32	\$17.28
7	EACH	Long Aluminum Flat Bar	12'	AL FL 1/4 X 2	\$4.32	\$30.24
7	EACH	Long Aluminum Flat Bar	12'	AL FL 1/8 X 2	\$5.62	\$39.34
47	EACH	Mild Steel Angle	20'	L 3/4 X 3/4 X 1/8	\$1.54	\$72.38
61	EACH	Mild Steel Angle	4' 1.0"	L 6 X 6 X 3/8	\$0.89	\$54.29
115	EACH	Mild Steel Angle	20'	L 2 X 1 1/2 X 1/8	\$1.07	\$123.05
116	EACH	Mild Steel Angle	20'	L 1 X 1 X 3/16	\$0.89	\$103.24
123	EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/16	\$0.89	\$109.47
132	EACH	Mild Steel Angle	20'	L 2 X 2 X 1/8	\$0.89	\$117.48
164	EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 1/4	\$0.89	\$145.96
176	EACH	Mild Steel Angle	20'	L 1 X 1 X 1/8	\$0.89	\$156.64
236	EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/8	\$0.89	\$210.04
244	EACH	Mild Steel Angle	20'	L 2 X 2 X 3/16	\$0.89	\$217.16
282	EACH	Mild Steel Angle	20'	L 2 X 2 X 3/8	\$0.89	\$250.98
288	EACH	Mild Steel Angle	20'	L 3 X 3 X 3/8	\$0.89	\$256.32
306	EACH	Mild Steel Angle	20'	L 6 X 3 1/2 X 1/2	\$0.89	\$272.34
324	LBS	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 3/16	\$0.89	\$288.36
328	LBS	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 1/4	\$0.89	\$291.92
347	EACH	Mild Steel Angle	4'	L 4 X 4 X 1/4	\$0.89	\$308.83
369	EACH	Mild Steel Angle	20'	L 3 X 2 X 3/16	\$0.89	\$328.41
387	LBS	Mild Steel Angle	20'	L 1 X 1 X 1/4	\$0.89	\$344.43
392	EACH	Mild Steel Angle	20'	L 4 X 4 X 3/8	\$0.89	\$348.88
592	EACH	Mild Steel Angle	20'	L 3 X 3 X 3/16	\$0.89	\$526.88
819	EACH	Mild Steel Angle	27' 1.0"	L 3 X 3 X 1/4	\$0.89	\$728.91
1,024.00	EACH	Mild Steel Angle	20'	L 4 X 4 X 1/2	\$0.89	\$911.36
10,400.00	EACH	Mild Steel Angle	20'	L 2 X 2 X 1/4	\$0.89	\$9,256.00
10,419.00	EACH	Mild Steel Angle	20'	L 6 X 4 X 1/2	\$0.89	\$9,272.91
127	EACH	Mild Steel Bar Channel	20'	BR C 2 X 1 X 1/8	\$1.08	\$137.16
742	EACH	Mild Steel Bar Channel	20'	BR C 2 X 1 X 3/16	\$1.08	\$801.36
1,600.00	EACH	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	HR P&O SHEET 11GA	\$0.92	\$1,472.00
2,145.00	EACH	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	HR P & O SHT 3/16	\$0.92	\$1,973.40
1,230.00	EACH	Mild Steel Floor Plate	48 x 120	DIAMOND PLATE 1/8"	\$0.92	\$1,131.60
1558	EACH	Mild Steel structural Channel	20'	C 3 X 4.1	\$0.89	\$1,386.62
1558	EACH	Mild Steel structural Channel	20'	C 3 X 6	\$0.89	\$1,386.62



Division of Procurement Support Services
Bureau of Purchase Property

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Director
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RFB Bid Summary

1558	EACH	Mild Steel structural Channel	20'	C 4 X 5.4	\$0.89	\$1,386.62
1558	EACH	Mild Steel structural Channel	20'	C 4 X 6.25	\$0.89	\$1,386.62
1558	EACH	Mild Steel structural Channel	20'	C 5 X 6.7	\$0.89	\$1,386.62
1558	EACH	Mild Steel structural Channel	20'	C 8 X 11.5	\$0.89	\$1,386.62
224	SQ FT	Raised Expanded Metal	48 x 96	XMTL 3/4 #9 STD(RAISED)	\$3.00	\$672.00
215	EACH	Random Length Stainless Steel Structural Channel	21' 11.0"	SS CHANNEL 3" X 1-1/2" X 1/4	\$8.40	\$1,806.00
1558	EACH	Random Length Stainless Steel Structural Channel	20'	SS C3 X 1 1/2 X 3/16	\$8.40	\$13,087.20
74	EACH	Seamless Tubing	23' 10.0"	DOM TUBE .625 OD X .25 ID	\$13.00	\$962.00
90.	EACH	Seamless Tubing	22' 7.0"	DOM TUBE 1.50ID X 7/8ID X 5/16W	\$7.60	\$684.00
1256	EACH	Seamless Tubing	22'	DOM TUBE 2.125 OD X 1.375 ID	\$4.20	\$5,275.20
978	EACH	Ship and Car Channel	20'	MC 6 X 16.3	\$1.26	\$1,232.28
1220	EACH	Stainless Steel Angle	20' 11.0"	SS L T304 2 X 2 X 1/4	\$4.32	\$5,270.40
478	EACH	Stainless Steel Flat Bar	12'	SS FL. 1/4 X 1 T304	\$4.53	\$2,165.34
65	EACH	Stainless Steel Flat Plate	48 x 96	SS T304 SHT 18GA	\$4.29	\$278.85
202	EACH	Stainless Steel Flat Plate	48 x 96	SS SHT 14 GA T304	\$4.29	\$866.58
611	EACH	Stainless Steel Flat Plate	48 x 120	SS SHT 11 GA T304	\$3.20	\$1,955.20
715	EACH	Stainless Steel Flat Plate	48 x 96	SS PL. 1/4 T304	\$3.20	\$2,288.00
68	EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1"	\$6.74	\$458.32
68	EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1/2"	\$7.80	\$530.40
90	EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 3/4	\$7.35	\$661.50
182	EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1-1/4"	\$5.10	\$928.20
80	EACH	Stainless Steel Solid Round Bar	12' 1.0"	T304 SS RD 1/2	\$4.48	\$358.40
15	PC	Stainless Steel Woven Wire Mesh	N/A	SSWOVEN .250WIREW2.5"OPEN36X34"	\$120.00	\$1,800.00
256	EACH	Weathering Plate	30 x 60	CORTEN PL 1/2	\$5.50	\$1,408.00
383	EACH	Weathering Plate	30 x 60	CORTEN SHT 3/8	\$4.55	\$1,742.65
					Sub Total	\$230,908.25

Indicate Low Bid Response

Estimated annual spend	\$230,908.25	Expiring contract annual	\$234,946.94
Estimated term spend	\$1,154,541.25	Expiring contract term	\$1,174,734.72
Add allowance for balance of product line	\$0.00	Cost Savings	\$20,193.47
Recommended price limitation	\$1,154,541.25	Delta: new vs. expiring	2%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	Five (5) Years
Price Limitation	\$1,154,541.25
Number of Solicitations Received	1
Number of Sourced bidders	6
Number of NIGP Vendors Sourced	88
Number of non-responsive bidders	93
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-Card/ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$1,174,734.72
Total Cost Savings (\$/%)	\$20,193.47 2% Savings

Special Notes: The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2808-24 on August 17, 2023, with responses due on September 1, 2023. This RFB reached 88 vendors through the NIGP electronic sourcing platform with an additional 6 directly sourced. There was one compliant response received with Presby Steel, LLC submitting the lowest cost and compliant submission for this requested contract. BoPP reached out to the sourced vendors who chose not to reply to the RFB and received no responses. Estimated Annual Quantities were not incorporated into the previous bid or contract.

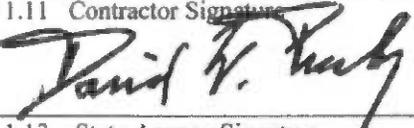
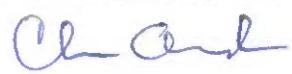
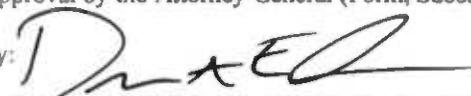
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Presby Steel, LLC		1.4 Contractor Address 143 East Milan Rd. Berlin, NH 03561	
1.5 Contractor Phone Number 603-752-3022	1.6 Account Unit and Class Various	1.7 Completion Date November 30, 2028	1.8 Price Limitation \$1,154,541.25
1.9 Contracting Officer for State Agency Lincoln Adams		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 9/11/2023		1.12 Name and Title of Contractor Signatory David W Presby, member	
1.13 State Agency Signature  Date: 10-2-23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/3/23			
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

Presby Steel, 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 hot and cold rolled steel in less than milled quantities services in accordance with the bid submission in response to State Request for Bid #2808-24 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 2808-24
- 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 2808-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on December 1, 2023 or upon approval of the Governor and Executive Council, whichever is later, through November 30, 2028, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

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

4. SPECIFICATION COMPLIANCE:

Unless otherwise specified by the Bureau of Purchase and Property in this contract document, all equipment/items delivered by the contractor 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.

5. PRODUCT SPECIFICATIONS:

Contractor agrees to certify that all steel furnished under this contract shall be of prime quality, clean and manufactured to meet current A.I.S.I. or A.S.T.M. specifications as called for. Dimensions and tolerances to be per domestic manufacturer.

Contractor shall agree that all steel sold, furnished and delivered shall be covered at Contractor's expense by a Certificate of Compliance with above paragraph when requested, one copy of certificate to the Bureau of Purchase and Property and one copy to the ordering agency. Individual product quantities to be 12,000 LBS or less per each order. It is mutually agreed that if the products sold, furnished and delivered by the Contractor do not conform to the standards established by Certificate of Compliance, the State reserves the right to purchase elsewhere charging any additional costs against monies owed by the State to the Contractor.

6. SCOPE OF WORK

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all

defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide 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. 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 the Bureau of Purchase and Property, Lincoln Adams and sent electronic to Lincoln.J.AdamsDAS.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, unit cost as per contracted pricing, price per lb., unit cost price, unit of measure, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all items strictly pursuant to, and in conformity with, the specifications described in State RFB #2808-24, as described herein, and under the terms of this Contract.

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/\(StateofNewHampshire45jpvq5i45\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(StateofNewHampshire45jpvq5i45)/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.

8. 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.

9. 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.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide miscellaneous hot and cold rolled steel in less than milled quantities in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,154,541.25; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

2. PRICING STRUCTURE

UOM	CATEGORY	WIDTH / LENGTH	DESCRIPTION	UNIT COST
SQ FT	19W4 Bar Grating Painted Black Smooth Surface	24 x 96	GRATING 1 X 3/16	\$16.50
SQ FT	19W4 Bar Grating Serrated Surface	36 x 288	SERR BAR GR 1 1/2 X 3/16	\$19.50
EACH	Hot Roll Mild Steel Flat Bar	9"	HR FL 1/2 X 9	\$0.99
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 1	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 1	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 1 1/2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 10	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 3 1/2	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 12	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 1 1/2	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1 1/4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 1 1/2	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 5	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 1	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 1/8 X 4	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 3"	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 1/8 X 5	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 3	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 7	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 8"	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 2 1/2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	15' 11.0"	HR FL 1/2 X 10	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 10	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 5/8 X 4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1 1/2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 3	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	9' 1.0"	HR FL 1/2 X 7	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 8"	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/4 X 6	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 5/8 X 2	\$0.90

EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 2	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 5"	\$1.14
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 4	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 3	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 6	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 6	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 2	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 6	\$0.90
EACH	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 1 1/4	\$1.14
EACH	Aluminum Flat Sheet	4'x8'	5052 AL SHT .125	\$3.70
SQ FT	Aluminum Raised Expanded Metal	48 x 96	ALUM STD XMTL 3/4" .125	\$16.00
PC	Anti-slip Ladder Rungs	N/A	5'-3-ROW LADDER RUNG TRD-GRIP	\$65.00
EACH	Cold Roll Solid Round	20' 2.0"	C F RD 1/2	\$1.75
EACH	Cold Roll Solid Round	14'	C F RD 1-1/8	\$1.75
EACH	Cold Roll Solid Round	12'	C F RD 1/4	\$2.30
EACH	Cold Roll Solid Round	20' 1.0"	C F RD 1	\$1.55
EACH	Cold Roll Solid Round	20' 1.0"	C F RD 1-3/4	\$1.60
EACH	Cold Roll Solid Round	20'	C F RD 1 1/2	\$1.60
EACH	Cold Roll Solid Round	20' 2.0"	C F RD 2	\$1.70
EACH	Cold Roll Solid Round	20' 1.0"	C F RD 4	\$1.75
SQ FT	Flattened Expanded Metal	48 x 96	XMTL 3/4 #9 FLAT	\$1.79
EACH	Grade A500 Rectangular Tubing	24'	RECT TUBE 4 X 2 X 1/4	\$1.20
EACH	Grade A500 Rectangular Tubing	24'	RECT TUBE 2 X 1 X 1/8	\$1.10
EACH	Grade A500 Rectangular Tubing	24'	RECT TUBE 4 X 2 X 1/8"	\$1.10
EACH	Grade A500 Rectangular Tubing	24'	RECT TUBE 6 X 3 X 1/4	\$1.20
EACH	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH 40 2	\$1.16
EACH	Grade A500 Schedule 40 Pipe	21'	1-1/2 SCH 40 BARE PIPE	\$1.16
EACH	Grade A500 Schedule 40 Pipe	21' 11.0"	BARE PIPE SCH 40 3	\$1.16
EACH	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH40 4"	\$1.16
EACH	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH40 6"	\$1.16
EACH	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH 40 1	\$1.16
EACH	Grade A500 Schedule 80 Pipe	21'	BARE PIPE SCH80 1 1/2	\$1.21
EACH	Grade A500 Schedule 80 Pipe	21'	4" SCH80 BARE PIPE	\$1.21
EACH	Grade A500 Schedule 80 Pipe	21'	BARE PIPE SCH80 6"	\$1.35
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 3/4 X 14 GA	\$1.18
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 1/8	\$0.99

EACH	Grade A500 Square Tube	24'	SQUARE TUBE 3 X 1/8"	\$1.12
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 1-3/4 X 1/8"	\$1.08
EACH	Grade A500 Square Tube	24'	HITCH TUBE 2-1/2 X .238	\$1.17
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 1/4	\$1.17
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 3/16	\$0.99
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 1 X 1/8	\$0.99
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 3/16	\$0.99
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 1/4	\$0.99
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 4 X 1/4	\$0.90
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 2-1/2 X 1/4	\$1.15
EACH	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 1/8"	\$0.99
EACH	Grade A53 Schedule 40 Pipe Painted Black	21'	PIPE BLK SCH40 3/4	\$1.72
EACH	Grade A53 Schedule 80 Pipe Painted Black	21'	BK PE PIPE SCH80 1 1/4	\$1.60
EACH	Grade A53 Schedule 80 Pipe Painted Black	21'	BK PE PIPE SCH80 2-1/2"	\$2.20
EACH	Grade A992 Wide Flange Beam	19' 11.0"	W 12 X 35	\$0.99
EACH	Grade A992 Wide Flange Beam	45'	W 24 X 62	\$0.99
EACH	Grade A992 Wide Flange Beam	40'	W 8 X 31	\$0.99
SQ FT	Heavy Duty Raised Expanded Metal	48" x 96"	XMTL GR 3#	\$6.63
EACH	Hot Roll Mild Steel Flat Plate	34 x 36	H R SHEET 16 GA	\$0.92
EACH	Hot Roll Mild Steel Flat Plate	29 x 29	HR PLATE 3/4"	\$1.15
EACH	Hot Roll Mild Steel Flat Plate	30 x 41	HR PLATE 1-1/2"	\$1.15
EACH	Hot Roll Mild Steel Flat Plate	48 x 96	H R SHEET 11 GA	\$0.92
EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 3/8"	\$0.92
EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/4"	\$0.92
EACH	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/2"	\$0.92
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1/4"	\$1.35
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 3/8"	\$1.65
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 5/8"	\$0.85
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 3/4"	\$0.85
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1/2"	\$0.85
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 1"	\$0.85
EACH	Hot Roll Solid Round Bar	20'	HR ROUND 7/8"	\$0.89
EACH	Hot Roll Solid Square Bar	20'	H R SQ 3/8	\$0.93
EACH	Hot Roll Solid Square Bar	20'	H R SQ 1/2	\$0.93
EACH	Long Aluminum Angle	25'	AL L 2 X 2 X 1/4	\$3.87
EACH	Long Aluminum Angle	25'	ALUM ANGLE 3" X 2" X 1/4"	\$4.40
EACH	Long Aluminum Angle	25'	AL L 1 1/2 X 1 1/2 X 1/8	\$3.87
EACH	Long Aluminum Flat Bar	12'	AL FL 1/8 X 1	\$5.62
EACH	Long Aluminum Flat Bar	12'	AL FL 1/4 X 1	\$4.32
EACH	Long Aluminum Flat Bar	12'	AL FL 1/4 X 2	\$4.32

EACH	Long Aluminum Flat Bar	12'	AL FL 1/8 X 2	\$5.62
EACH	Mild Steel Angle	20'	L 3/4 X 3/4 X 1/8	\$1.54
EACH	Mild Steel Angle	4' 1.0"	L 6 X 6 X 3/8	\$0.89
EACH	Mild Steel Angle	20'	L 2 X 1 1/2 X 1/8	\$1.07
EACH	Mild Steel Angle	20'	L 1 X 1 X 3/16	\$0.89
EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/16	\$0.89
EACH	Mild Steel Angle	20'	L 2 X 2 X 1/8	\$0.89
EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 1/4	\$0.89
EACH	Mild Steel Angle	20'	L 1 X 1 X 1/8	\$0.89
EACH	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/8	\$0.89
EACH	Mild Steel Angle	20'	L 2 X 2 X 3/16	\$0.89
EACH	Mild Steel Angle	20'	L 2 X 2 X 3/8	\$0.89
EACH	Mild Steel Angle	20'	L 3 X 3 X 3/8	\$0.89
EACH	Mild Steel Angle	20'	L 6 X 3 1/2 X 1/2	\$0.89
LBS	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 3/16	\$0.89
LBS	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 1/4	\$0.89
EACH	Mild Steel Angle	4'	L 4 X 4 X 1/4	\$0.89
EACH	Mild Steel Angle	20'	L 3 X 2 X 3/16	\$0.89
LBS	Mild Steel Angle	20'	L 1 X 1 X 1/4	\$0.89
EACH	Mild Steel Angle	20'	L 4 X 4 X 3/8	\$0.89
EACH	Mild Steel Angle	20'	L 3 X 3 X 3/16	\$0.89
EACH	Mild Steel Angle	27' 1.0"	L 3 X 3 X 1/4	\$0.89
EACH	Mild Steel Angle	20'	L 4 X 4 X 1/2	\$0.89
EACH	Mild Steel Angle	20'	L 2 X 2 X 1/4	\$0.89
EACH	Mild Steel Angle	20'	L 6 X 4 X 1/2	\$0.89
EACH	Mild Steel Bar Channel	20'	BRC 2 X 1 X 1/8	\$1.08
EACH	Mild Steel Bar Channel	20'	BRC 2 X 1 X 3/16	\$1.08
EACH	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	HR P&O SHEET 11GA	\$0.92
EACH	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	HR P & O SHT 3/16	\$0.92
EACH	Mild Steel Floor Plate	48 x 120	DIAMOND PLATE 1/8"	\$0.92
EACH	Mild Steel structural Channel	20'	C 3 X 4.1	\$0.89
EACH	Mild Steel structural Channel	20'	C 3 X 6	\$0.89
EACH	Mild Steel structural Channel	20'	C 4 X 5.4	\$0.89
EACH	Mild Steel structural Channel	20'	C 4 X 6.25	\$0.89
EACH	Mild Steel structural Channel	20'	C 5 X 6.7	\$0.89
EACH	Mild Steel structural Channel	20'	C 8 X 11.5	\$0.89
SQ FT	Raised Expanded Metal	48 x 96	XMTL 3/4 #9 STD[RAISED]	\$3.00
EACH	Random Length Stainless Steel Structural Channel	21' 11.0"	SS CHANNEL 3" X 1-1/2" X 1/4	\$8.40
EACH	Random Length Stainless Steel Structural Channel	20'	SS C3 X 1 1/2 X 3/16	\$8.40
EACH	Seamless Tubing	23' 10.0"	DOM TUBE .625 OD X .25 ID	\$13.00

EACH	Seamless Tubing	22' 7.0"	DOM TUBE 1.50D X 7/8ID X 5/16W	\$7.60
EACH	Seamless Tubing	22'	DOM TUBE 2.125 OD X 1.375 ID	\$4.20
EACH	Ship and Car Channel	20'	MC 6 X 16.3	\$1.26
EACH	Stainless Steel Angle	20' 11.0"	SS L T304 2 X 2 X 1/4	\$4.32
EACH	Stainless Steel Flat Bar	12'	SS FL 1/4 X 1-T304	\$4.53
EACH	Stainless Steel Flat Plate	48 x 96	SS T304 SHT 18GA	\$4.29
EACH	Stainless Steel Flat Plate	48 x 96	SS SHT 14 GA T304	\$4.29
EACH	Stainless Steel Flat Plate	48 x 120	SS SHT 11 GA T304	\$3.20
EACH	Stainless Steel Flat Plate	48 x 96	SS PL 1/4 T304	\$3.20
EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1"	\$6.74
EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1/2"	\$7.80
EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 3/4	\$7.35
EACH	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1-1/4"	\$5.10
EACH	Stainless Steel Solid Round Bar	12' 1.0"	T304 SS RD 1/2	\$4.48
PC	Stainless Steel Woven Wire Mesh	N/A	SSWOVEN.250WIREW2.5"OPEN36X34"	\$120.00
EACH	Weathering Plate	30 x 60	CORTEN PL 1/2	\$5.50
EACH	Weathering Plate	30 x 60	CORTEN SHT 3/8	\$4.55

3. INVOICE

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

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

4. PAYMENT

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

EXHIBIT D

RFB #2808-24 is incorporated here within.

EXHIBIT E

Contractor's bid is incorporated here within

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 PRESBY STEEL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 30, 2011. 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: 663809

Certificate Number: 0006317814



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, David W Presby, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Presby Steel, LLC a limited liability partnership
(Name of Partnership or LLC)
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 9/8/2023

ATTEST: Jamet Mercer - Controller
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2023

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

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

PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860		CONTACT NAME: Kimberly Wood	
		PHONE (A.C. No. Ext): (603) 447-5123	FAX (A.C. No.): (603) 447-5126
		E-MAIL ADDRESS: kim@infingerinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Patriot Ins Co.	NAIC # 32089
		INSURER B: Granite State Ins (AIG)	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Presby Steel, LLC 40 Jericho Road Berlin NH 03570			

COVERAGES CERTIFICATE NUMBER: CL2321080955 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6711352	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6711351	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6711352 UMB	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A WC0120231003254	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Metal Distributor
David Presby is Excluded from Workers Compensation coverage.

CERTIFICATE HOLDER State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capitol Street Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Eric Pelton</i>
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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 8-31-23Company Name: PRESBY STEEL LLCAddress: 143 EAST MILAN RDBERLIN NH 03570

To: Point of Contact: Lincoln Adams
 Telephone: (603)-271-05080
 Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Miscellaneous Hot and Cold Rolled Steel in Less Than Milled Quantities

Bid Number: 2808-24

Bid Posted Date (on or by): 8/17/2023

Bid Closing Date and Time: 9/1/2023 @ 10:00 AM (EST)

Dear Lincoln Adams,

[Insert name of signor] GEORGE McNAMARA, on behalf of PRESBY STEEL LLC [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2808-24 for Miscellaneous Hot and Cold Rolled Steel in Less Than Milled Quantities 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

General MGR

**REQUEST FOR BID FOR MISCELLANEOUS HOT AND COLD ROLLED STEEL IN LESS THAN MILLED QUANTITIES
FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of Miscellaneous Hot and Cold Rolled Steel in Less Than Milled Quantities to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

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

8/17/2023	Bid Solicitation distributed on or by
8/30/2023	Last day for questions, clarifications, and/or requested changes to bid
09/01/2023	10:00 AM (EST) Bid Closing
12/01/2023	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 December 1, 2023, or upon execution by the Commissioner of the Department of Administrative Services, or upon approval of the Governor and Executive Council, whichever is later, through November 31, 2028, a period of approximately five (5) 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 Commissioner of the Department of Administrative Services.

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. The award 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 RFB;
- 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.

Contractor Initials GM
Date 8-31-23

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.

PRICE ADJUSTMENTS:

Contractor shall be permitted to request price increases quarterly, with any adjusted pricing taking effect on December 1, March 1, June 1 and September 1. Requests for price increases must be received in writing at the Bureau of Purchase and Property a minimum of thirty (30) calendar days prior to ninety (90) day price period, the proposed effective date as listed above. Documentation of the increase from the mill or manufacturer must accompany the request to support the amount (%) of the requested increase. The quarterly increase for any item shall not exceed 1% and in no case shall it exceed the documented percentage of increase levied on the contractor by the mill. Requests for price increases may only be based on increased mill prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.

Contractor will notify and allow the state the benefit of any price decrease upon all shipments made on and after the date of said price reduction takes effect at no specific intervals throughout the contract.

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

Updated Published Price List **MUST** be e-mailed to Lincoln Adams Lincoln.J.Adams@DAS.NH.Gov

The Bureau of Purchase and Property will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest. Request for price increases must be accepted by the Bureau of Purchase and Property prior to affected material being delivered. The most recent pricing schedule will be reflected on the Notice of Contract issued to both the vendor and utilizing agencies. A new notice of contract will be issued to the vendor and agencies each time there is an authorized price increase. Unauthorized price increases that exceed those listed on the notice of contract are void and will be paid at the existing notice of contract posted price.

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 Lincoln Adams at The Bureau of Procurement & Support Services and sent electronic to Lincoln.J.Adams@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, unit cost as per contracted pricing, price per pound, unit cost price, unit of measure, 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

Contractor Initial *GM*
Date *8-31-23*

ESTABLISHMENT OF ACCOUNTS:

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

ELIGIBLE PARTICIPANTS:

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

PAYMENT:

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <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, Vendor 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 Vendor Name

Section 1.4 Vendor Address

Section 1.11 Vendor Signature

Section 1.12 Name & Title of Vendor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATION COMPLIANCE:

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

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

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

SPECIFICATIONS:

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

PRODUCT SPECIFICATIONS:

Vendor agrees to certify that all steel furnished under this contract shall be of prime quality, clean and manufactured to meet current A.I.S.I. or A.S.T.M. specifications as called for. Dimensions and tolerances to be per domestic manufacturer. Vendor shall agree that all steel sold, furnished and delivered shall be covered at Vendor's expense by a Certificate of Compliance with above paragraph when requested, one copy of certificate to the Bureau of Purchase and Property and one copy to the ordering agency. Individual product quantities to be 12,000 LBS or less per each order. It is mutually agreed that if the products sold, furnished and delivered by the Vendor do not conform to the standards established by Certificate of Compliance, the State reserves the right to purchase elsewhere charging any additional costs against monies owed by the State to the Vendor.

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-vendors are to be utilized, please include information regarding the proposed sub-vendors 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-vendor starting any work.

WARRANTY REQUIREMENTS:

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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

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

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 Vendors 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.

DISASTER RECOVERY

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

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

Contractor Initials CM
Date 8-21-23

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (10) business days from the placement of the order.

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

RETURNED GOODS:

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

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

OFFER:

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: Quotes in lieu of a completed offer sheet will not be accepted.

Please see OFFER SHEET ATTACHMENT 2:

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.

SHAYNE REISCH
Contact Person

603-752-3022
Local Telephone Number Toll Free Telephone Number

SHAYNE.REISCH@PRESBYSTEEL.COM
E-mail Address

PRESBY STEEL . COM
Company Website

PRESBY STEEL LLC
Vendor Company Name

143 EAST MILAN RD
Vendor Address

225449
Vendor Number

BERLIN NH 03561
078406131
DUNS and/or SAM.GOV Number

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.

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

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

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

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 269 648 223 067

Passcode: XMCpji

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

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 115 070 860 7

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944, 475780752# United States, Concord

Phone Conference ID: 475 780 752#

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

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

ATTACHMENT I
 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 Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor 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 Vendor Signature Date:		1.12 Name and Title of Vendor 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: _____			

Contractor Initials GM
 Date 8-21-23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed.

3.3 Vendor 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 Vendor 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 Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 Vendor 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 VENDOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor 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 Vendor, 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 Vendor 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 Vendor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor shall ensure any subvendors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value, by Vendor 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 Vendor agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

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

8.2.4 give the Vendor 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 Vendor 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 Vendor 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 Vendor 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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 Vendor 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 Vendor, or (b) the sale of all or substantially all of the assets of the Vendor.

12.3 None of the Services shall be subcontracted by the Vendor 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 Vendor 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 Vendor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Vendor 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 Vendor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subvendor 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 Vendor 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 Vendor 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subvendor 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 Vendor 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 Vendor, or any subvendor or employee of Vendor, 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 Vendor, 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.

Attachment 2: Offer Sheet to RFB 2808-24 for Miscellaneous Hot and Cold Rolled Steel in Less Than Milled Quantities

INSTRUCTIONS TO VENDORS: Please input your delivered unit of measure cost pricing. Please fill out all yellow cells.

Estimated Annual Quantity	UOM	Category	Width/Length	Description	Delivered Unit of Measure Cost	Extended Cost
244	SQ FT	19W4 Bar Grating Painted Black Smooth Surface	24 x 96	GRATING 1 X 3/16	\$16.50	\$4,026.00
288	SQ FT	19W4 Bar Grating Serrated Surface	36 x 288	SERR BAR GR 1 1/2 X 3/16	\$19.50	\$5,616.00
23	LB	Hot Roll Mild Steel Flat Bar	9"	HR FL 1/2 X 9	\$0.99	\$22.77
51	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 1	\$1.14	\$58.14
60	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 1	\$1.14	\$68.40
76	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 1 1/2	\$0.90	\$68.40
85	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 10	\$1.14	\$96.90
89	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 3 1/2	\$1.14	\$101.46
102	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 12	\$1.14	\$116.28
114	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 1 1/2	\$1.14	\$129.96
127	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1 1/4	\$0.90	\$114.30
128	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/8 X 1 1/2	\$1.14	\$145.92
128	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 5	\$0.90	\$115.20
136	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 1	\$0.90	\$122.40
170	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 1/8 X 4	\$1.14	\$193.80
191	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 3"	\$1.14	\$217.74
213	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 1/8 X 5	\$1.14	\$242.82
230	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 3	\$0.90	\$207.00
238	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 7	\$0.90	\$214.20
272	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 8"	\$0.90	\$244.80
298	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 2 1/2	\$0.90	\$268.20
328	LB	Hot Roll Mild Steel Flat Bar	15' 11.0"	HR FL 1/2 X 10	\$0.90	\$295.20
340	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 10	\$0.90	\$306.00
340	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 5/8 X 4	\$0.90	\$306.00
384	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1 1/2	\$0.90	\$345.60
459	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 3	\$0.90	\$413.10
544	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 4	\$0.90	\$489.60
584	LB	Hot Roll Mild Steel Flat Bar	9' 1.0"	HR FL 1/2 X 7	\$0.90	\$525.60
612	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 8"	\$1.14	\$697.68
612	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/4 X 6	\$0.90	\$550.80
680	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 4	\$0.90	\$612.00
680	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 5/8 X 2	\$0.90	\$612.00
748	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 4	\$0.90	\$673.20
782	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 2	\$0.90	\$703.80
794	LB	Hot Roll Mild Steel Flat Bar	20'	HR FB 3/16 X 2	\$1.14	\$905.16
829	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/16 X 5"	\$1.14	\$945.06
918	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/4 X 1	\$0.90	\$826.20
969	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 2	\$0.90	\$872.10
1020	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 4	\$0.90	\$918.00
1163	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 3	\$0.90	\$1,046.70
1224	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1/2 X 6	\$0.90	\$1,101.60
1632	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 6	\$0.90	\$1,468.80
1,904.00	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 1 X 2	\$0.90	\$1,713.60
2142	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 6	\$0.90	\$1,927.80
6,360.00	LB	Hot Roll Mild Steel Flat Bar	20'	HR FL 3/8 X 1 1/4	\$1.14	\$7,250.40
56	LB	Aluminum Flat Sheet	4'x8'	5052 AL SHT .125	\$3.70	\$207.20
64	LB	Aluminum Raised Expanded Metal	48 x 96	ALUM STD XMTL 3/4" .125	\$16.00	\$1,024.00
483	PC	Anti-slip Ladder Rungs	N/A	5'-3-RW LADDER RUNG TRD-GRIP	\$65.00	\$31,395.00
13	LB	Cold Roll Solid Round	20' 2.0"	C F RD 1/2	\$1.75	\$22.75
47	LB	Cold Roll Solid Round	14'	C F RD 1-1/8	\$1.75	\$82.25
48	LB	Cold Roll Solid Round	12'	C F RD 1/4	\$2.30	\$110.40
161	LB	Cold Roll Solid Round	20' 1.0"	C F RD 1	\$1.55	\$249.55
164	LB	Cold Roll Solid Round	20' 1.0"	C F RD 1-3/4	\$1.60	\$262.40
362	LB	Cold Roll Solid Round	20'	C F RD 1 1/2	\$1.60	\$579.20
431	LB	Cold Roll Solid Round	20' 2.0"	C F RD 2	\$1.70	\$732.70

5,171.00	LB	Cold Roll Solid Round	20' 1.0"	CF RD 4	\$1.75	\$9,049.25
288	LB	Flattened Expanded Metal	48 x 96	XMTL 3/4 #9 FLAT	\$1.79	\$515.52
211	LB	Grade A500 Rectangular Tubing	24'	RECT TUBE 4 X 2 X 1/4	\$1.20	\$253.20
265	LB	Grade A500 Rectangular Tubing	24'	RECT TUBE 2 X 1 X 1/8	\$1.10	\$291.50
571	LB	Grade A500 Rectangular Tubing	24'	RECT TUBE 4 X 2 X 1/8"	\$1.10	\$628.10
1,335.00	LB	Grade A500 Rectangular Tubing	24'	RECT TUBE 6 X 3 X 1/4	\$1.20	\$1,602.00
77	LB	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH 40 2	\$1.16	\$89.32
152	LB	Grade A500 Schedule 40 Pipe	21'	1-1/2 SCH 40 BARE PIPE	\$1.16	\$176.32
166	LB	Grade A500 Schedule 40 Pipe	21' 11.0"	BARE PIPE SCH 40 3	\$1.16	\$192.56
227	LB	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH40 4"	\$1.16	\$263.32
398	LB	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH40 6"	\$1.16	\$461.68
1409	LB	Grade A500 Schedule 40 Pipe	21'	BARE PIPE SCH 40 1	\$1.16	\$1,634.44
305	LB	Grade A500 Schedule 80 Pipe	21'	BARE PIPE SCH80 1 1/2	\$1.21	\$369.05
1,258.00	LB	Grade A500 Schedule 80 Pipe	21'	4" SCH80 BARE PIPE	\$1.21	\$1,522.18
3,000.00	LB	Grade A500 Schedule 80 Pipe	21'	BARE PIPE SCH80 6"	\$1.35	\$4,050.00
72	LB	Grade A500 Square Tube	24'	SQUARE TUBE 3/4 X 14 GA	\$1.18	\$84.96
106	LB	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 1/8	\$0.99	\$104.94
114	LB	Grade A500 Square Tube	24'	SQUARE TUBE 3 X 1/8"	\$1.12	\$127.68
128	LB	Grade A500 Square Tube	24'	SQUARE TUBE 1-3/4 X 1/8"	\$1.08	\$138.24
164	LB	Grade A500 Square Tube	24'	HITCH TUBE 2-1/2 X .238	\$1.17	\$191.88
192	LB	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 1/4	\$1.17	\$274.64
415	LB	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 3/16	\$0.99	\$410.85
842	LB	Grade A500 Square Tube	24'	SQUARE TUBE 1 X 1/8	\$0.99	\$833.58
951	LB	Grade A500 Square Tube	24'	SQUARE TUBE 1-1/2 X 3/16	\$0.99	\$941.49
1169	LB	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 1/4	\$0.99	\$1,157.31
3,516.00	LB	Grade A500 Square Tube	24'	SQUARE TUBE 4 X 1/4	\$0.90	\$3,164.40
4,266.00	LB	Grade A500 Square Tube	24'	SQUARE TUBE 2-1/2 X 1/4	\$1.15	\$4,905.90
5,287.00	LB	Grade A500 Square Tube	24'	SQUARE TUBE 2 X 1/8"	\$0.99	\$5,234.13
356	LB	Grade A53 Schedule 40 Pipe Painted Black	21'	PIPE BLK SCH40 3/4	\$1.72	\$612.32
441	LB	Grade A53 Schedule 80 Pipe Painted Black	21'	BK PE PIPE SCH80 1 1/4	\$1.60	\$705.60
2,092.00	LB	Grade A53 Schedule 80 Pipe Painted Black	21'	BK PE PIPE SCH80 2-1/2"	\$2.20	\$4,602.40
697	LB	Grade A992 Wide Flange Beam	19' 11.0"	W 12 X 35	\$0.99	\$690.03
5,580.00	LB	Grade A992 Wide Flange Beam	45'	W 24 X 62	\$0.99	\$5,524.20
6,244.00	LB	Grade A992 Wide Flange Beam	40'	W 8 X 31	\$0.99	\$6,181.56
64	SQ FT	Heavy Duty Raised Expanded Metal	48"x 96"	XMTL GR 3#	\$6.63	\$424.32
21	LB	Hot Roll Mild Steel Flat Plate	34 x 36	H R SHEET 16 GA	\$0.92	\$19.32
1159	LB	Hot Roll Mild Steel Flat Plate	29 x 29	HR PLATE 3/4"	\$1.15	\$1,332.85
1272	LB	Hot Roll Mild Steel Flat Plate	30 x 41	HR PLATE 1-1/2"	\$1.15	\$1,462.80
1760	LB	Hot Roll Mild Steel Flat Plate	48 x 96	H R SHEET 11 GA	\$0.92	\$1,619.20
2124	LB	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 3/8"	\$0.92	\$1,954.08
5,391.00	LB	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/4"	\$0.92	\$4,959.72
5,881.00	LB	Hot Roll Mild Steel Flat Plate	48 x 96	HR PLATE 1/2"	\$0.92	\$5,410.52
3	LB	Hot Roll Solid Round Bar	20'	HR ROUND 1/4"	\$1.35	\$4.05
38	LB	Hot Roll Solid Round Bar	20'	HR ROUND 3/8"	\$1.65	\$62.70
42	LB	Hot Roll Solid Round Bar	20'	HR ROUND 5/8"	\$0.85	\$35.70
60	LB	Hot Roll Solid Round Bar	20'	HR ROUND 3/4"	\$0.85	\$51.00
120	LB	Hot Roll Solid Round Bar	20'	HR ROUND 1/2"	\$0.85	\$102.00
214	LB	Hot Roll Solid Round Bar	20'	HR ROUND 1"	\$0.85	\$181.90
245	LB	Hot Roll Solid Round Bar	20'	HR ROUND 7/8"	\$0.89	\$218.05
10	LB	Hot Roll Solid Square Bar	20'	H R SQ 3/8	\$0.93	\$9.30
85	LB	Hot Roll Solid Square Bar	20'	H R SQ 1/2	\$0.93	\$79.05
28	LB	Long Aluminum Angle	25'	AL L 2 X 2 X 1/4	\$3.87	\$108.36
35	LB	Long Aluminum Angle	25'	ALUM ANGLE 3" X 2" X 1/4"	\$4.40	\$154.00
42	LB	Long Aluminum Angle	25'	AL L 1 1/2 X 1 1/2 X 1/8	\$3.87	\$162.54
2	LB	Long Aluminum Flat Bar	12'	AL FL 1/8 X 1	\$5.62	\$11.24
4	LB	Long Aluminum Flat Bar	12'	AL FL 1/4 X 1	\$4.32	\$17.28
7	LB	Long Aluminum Flat Bar	12'	AL FL 1/4 X 2	\$4.32	\$30.24
7	LB	Long Aluminum Flat Bar	12'	AL FL 1/8 X 2	\$5.62	\$39.34

47	LB	Mild Steel Angle	20'	L 3/4 X 3/4 X 1/8	\$1.54	\$72.38
61	LB	Mild Steel Angle	4' 1.0"	L 6 X 6 X 3/8	\$0.89	\$54.29
115	LB	Mild Steel Angle	20'	L 2 X 1 1/2 X 1/8	\$1.07	\$123.05
116	LB	Mild Steel Angle	20'	L 1 X 1 X 3/16	\$0.89	\$103.24
123	LB	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/16	\$0.89	\$109.47
132	LB	Mild Steel Angle	20'	L 2 X 2 X 1/8	\$0.89	\$117.48
164	LB	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 1/4	\$0.89	\$145.96
176	LB	Mild Steel Angle	20'	L 1 X 1 X 1/8	\$0.89	\$156.64
236	LB	Mild Steel Angle	20'	L 2 1/2 X 2 1/2 X 3/8	\$0.89	\$210.04
244	LB	Mild Steel Angle	20'	L 2 X 2 X 3/16	\$0.89	\$217.16
282	LB	Mild Steel Angle	20'	L 2 X 2 X 3/8	\$0.89	\$250.98
288	LB	Mild Steel Angle	20'	L 3 X 3 X 3/8	\$0.89	\$256.32
306	LB	Mild Steel Angle	20'	L 6 X 3 1/2 X 1/2	\$0.89	\$272.34
324	LB	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 3/16	\$0.89	\$288.36
328	LB	Mild Steel Angle	20'	L 1 1/2 X 1 1/2 X 1/4	\$0.89	\$291.92
347	LB	Mild Steel Angle	4'	L 4 X 4 X 1/4	\$0.89	\$308.83
369	LB	Mild Steel Angle	20'	L 3 X 2 X 3/16	\$0.89	\$328.41
387	LB	Mild Steel Angle	20'	L 1 X 1 X 1/4	\$0.89	\$344.43
392	LB	Mild Steel Angle	20'	L 4 X 4 X 3/8	\$0.89	\$348.88
592	LB	Mild Steel Angle	20'	L 3 X 3 X 3/16	\$0.89	\$526.88
819	LB	Mild Steel Angle	27' 1.0"	L 3 X 3 X 1/4	\$0.89	\$728.91
1,024.00	LB	Mild Steel Angle	20'	L 4 X 4 X 1/2	\$0.89	\$911.36
10,400.00	LB	Mild Steel Angle	20'	L 2 X 2 X 1/4	\$0.89	\$9,256.00
10,419.00	LB	Mild Steel Angle	20'	L 6 X 4 X 1/2	\$0.89	\$9,272.91
127	LB	Mild Steel Bar Channel	20'	BR C 2 X 1 X 1/8	\$1.08	\$137.16
742	LB	Mild Steel Bar Channel	20'	BR C 2 X 1 X 3/16	\$1.08	\$801.36
1,600.00	LB	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	H R P & O SHEET 11GA	\$0.92	\$1,472.00
2,145.00	LB	Mild Steel Flat Plate With Mill Scale Removed	48 x 120	HR P & O SHT 3/16	\$0.92	\$1,973.40
1,230.00	LB	Mild Steel Floor Plate	48 x 120	DIAMOND PLATE 1/8"	\$0.92	\$1,131.60
1558	LB	Mild Steel structural Channel	20'	C 3 X 4.1	\$0.89	\$1,386.62
1558	LB	Mild Steel structural Channel	20'	C 3 X 6	\$0.89	\$1,386.62
1558	LB	Mild Steel structural Channel	20'	C 4 X 5.4	\$0.89	\$1,386.62
1558	LB	Mild Steel structural Channel	20'	C 4 X 6.25	\$0.89	\$1,386.62
1558	LB	Mild Steel structural Channel	20'	C 5 X 6.7	\$0.89	\$1,386.62
1558	LB	Mild Steel structural Channel	20'	C 8 X 11.5	\$0.89	\$1,386.62
224	LB	Raised Expanded Metal	48 x 96	XMTL 3/4 #9 STD[RAISED]	\$3.00	\$672.00
215	LB	Random Length Stainless Steel Structural Channel	21' 11.0"	SS CHANNEL 3" X 1-1/2" X 1/4	\$8.40	\$1,806.00
1558	LB	Random Length Stainless Steel Structural Channel	20'	SS C 3 X 1 1/2 X 3/16	\$8.40	\$13,087.20
74	LB	Seamless Tubing	23' 10.0"	DOM TUBE .625 OD X .25 ID	\$13.00	\$962.00
90	LB	Seamless Tubing	22' 7.0"	DOM TUBE 1.50D X 7/8ID X 5/16W	\$7.60	\$684.00
1256	LB	Seamless Tubing	22'	DOM TUBE 2.125 OD X 1.375 ID	\$4.20	\$5,275.20
978	LB	Ship and Car Channel	20'	MC 6 X 16.3	\$1.26	\$1,232.28
1220	LB	Stainless Steel Angle	20' 11.0"	SS L T304 2 X 2 X 1/4	\$4.32	\$5,270.40
478	LB	Stainless Steel Flat Bar	12'	SS FL 1/4 X 1 T304	\$4.53	\$2,165.34
65	LB	Stainless Steel Flat Plate	48 x 96	SS T304 SHT 18GA	\$4.29	\$278.85
202	LB	Stainless Steel Flat Plate	48 x 96	SS SHT 14 GA T304	\$4.29	\$866.58
611	LB	Stainless Steel Flat Plate	48 x 120	SS SHT 11 GA T304	\$3.20	\$1,955.20
715	LB	Stainless Steel Flat Plate	48 x 96	SS PL 1/4 T304	\$3.20	\$2,288.00
68	LB	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1"	\$6.74	\$458.32
68	LB	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1/2"	\$7.80	\$530.40
90	LB	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 3/4	\$7.35	\$661.50
182	LB	Stainless Steel Schedule 40 Pipe	20'	SS PIPE SCH40 1-1/4"	\$5.10	\$928.20
80	LB	Stainless Steel Solid Round Bar	12' 1.0"	T304 SS RD 1/2	\$4.48	\$358.40
15	PC	Stainless Steel Woven Wire Mesh	N/A	SSWOVEN.250WIREW2.5"OPEN36X34"	\$120.00	\$1,800.00
256	PC	Weathering Plate	30 x 60	CORTEN PL 1/2	\$5.50	\$1,408.00
383	LB	Weathering Plate	30 x 60	CORTEN SHT 3/8	\$4.55	\$1,742.65
Total Extended Cost						\$230,908.25
Balance of Product Line % Discount						26%
Cutting Charge for Straight Cuts on Band Saw (Per Hour)						\$80
Cutting Charge for Cutting Plate on burn Table (Per Inch)						\$0.12/Inch