

MLC



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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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 8, 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 (DAS) to enter into a **Sole Source** amendment to the contract (Contract #8002889) with Ace Endico Corp (VC#363745), Brewster, NY, by increasing the price limitation by \$1,488,311.07 from \$5,325,000.00 to an amount up to and not to exceed \$6,813,311.07 with no change to the contract completion date for food service (Non-Perishable, Dry, Frozen, Meat, Eggs and other) effective upon approval of Governor and Executive Council through June 30, 2024. The original contract (Contract #8002889) was approved by the Commissioner of the Department of Administrative Services on August 16, 2021.

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

As previously stated, the original contract (Contract #8002889) was approved by the Commissioner of the Department of Administrative Services on August 16, 2021.

This request is **Sole Source** because the requested increase to the price limitation is greater than 10% and did not result from a competitive bid.

Ace Endico Corp, is requesting an overall pricing increase of 38% on 59 of 610 contracted items due to the rising food costs over the last few years initiated by the COVID-19 outbreak in 2020. The current contract (Contract #8002889) pricing is regulated by the CPI index which is managed by the US Bureau of Labor and Statistics. However, the pricing increases requested by Ace Endico Corp are higher than the average increases shown on the CPI index and are validated by written notifications from their suppliers.

For historical reference, the DAS, through the Bureau of Purchase and Property, issued request for bid (RFB) 2696-23 on October 18, 2022, with responses due back November 7, 2022, and issued RFB 2711-23 on November 16, 2022, with responses due back on January 3, 2023, to seek additional suppliers. The bids reached 198 vendors through the NIGP registry with an additional 16 directly sourced which produced one compliant response from Sysco (RFB 2711-23 was subsequently canceled due to no responses received). At that time, Sysco's bid pricing was 75% higher than Ace Endico Corp's contracted pricing. Other vendors did not provide a bid response because they all individually would prefer to be the State's sole supplier rather than a secondary.

Based on this information, it would be in the State's best interest to allow the overall increase of 38% across the 59 items because this increase is still priced lower than if this contract were to be rebid and awarded to a different supplier as shown in RFB 2696-23's summary. The requested price limitation increase of \$1,488,311.07 includes a necessary increase of \$1,171,439.58 to cover the remaining contract spend through June 30, 2024; \$316,871.49 will cover the requested pricing increase of the 59 items. The price limitation increase of \$1,171,439.58 is due to a population increase at the State hospital during the peak of the COVID-19 pandemic and increased item availability from the incumbent as a result of supply chain problems decreasing thereby reducing the need to purchase off-contract.

The requested price limitation of \$6,813,311.07 will cover the full term of the existing contract with the pricing increase across 59 of 610 items; and is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend. The spend limitation will be closely monitored to prevent the contract price limitation from being exceeded.

Contract financials	
Current price limitation	\$5,325,000.00
Current price limitation remaining balance	\$1,091,928.20
Add forecasted remaining contract spend (12 months)	\$2,263,367.78
Add estimated spend from increase on 59 items (12 months)	\$316,871.49
New requested price limitation	\$6,813,311.07

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with Ace Endico Corp.

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	Food Service (Non-Perishable, Canned, Dry, Frozen, Meat, Eggs)	Agency	Statewide
RFB#	2696-23	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	11/7/2022 @ 10:00 AM

Category	Sysco		Current Contract (Contract #8002889)	
	Number of Line Items Offered	Estimated Annual Cost	Number of Line Items Offered	Estimated Annual Cost
Canned & Dry Goods	290	\$1,827,663.26	247	\$1,021,077.38
Dairy (class III & IV)	89	\$94,589.38	89	\$77,780.69
Frozen	158	\$453,188.04	150	\$281,643.44
Meat, Poultry, Seafood	151	\$587,812.13	124	\$316,186.41
TOTAL	688	\$2,963,252.81	610	\$1,696,687.92

Estimated annual spend	\$2,963,252.81	Current contract annual spend	\$1,696,687.92
Estimated term spend	\$8,889,758.43	Current contract term spend	\$5,090,063.77
Add allowance for balance of product line	\$888,975.84	Cost increase	\$3,799,694.66
Resultant avoided price limitation	\$9,778,734.27	Delta: new vs. expiring	75%

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	3 years with option to extend for 2 additional years
Price Limitation	\$9,778,734.27
Number of Compliant Solicitations Received	1
Number of Sourced Bidders	16
Number of NIGP Vendors Sourced	198
Number of Bid Declines (with reason)	0
P-37 Checklist Complete	yes
D&B Report Attached	no
Terms of Payment (P-card/ACH)	P-card
FOB Delivered	yes
Current Contract Price Limitation	N/A - new contract
Total Cost Increase (\$/%)	\$3,799,694.66 75%

Special Notes: Response from Mola Foods, Inc. is not complaint due to only bidding on only three items.

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN ACE ENDICO CORP
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FOOD SERVICE (NON-PERISHABLE, DRY, FROZEN, MEAT, EGGS AND OTHER)
CONTRACT # 8002889**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 5th day of September 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Ace Endico Corp hereinafter referred to as "the Contractor") for Food Service (Non-Perishable, Dry, Frozen, Meat, Eggs and other).

WHEREAS, pursuant to an agreement effective September 1, 2021, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Food Service (Non-Perishable, Dry, Frozen, Meat, Eggs and other) for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation of \$5,325,000.00 and replace with the following:

1.8 \$6,813,311.07

2. Amend Exhibit C, Payment Terms, the following payment terms for the period August 1, 2023, through June 30, 2024:

Current Price Limitation	\$5,325,000.00
Current Price Limitation Balance	\$1,091,928.20
Forecasted Term Remaining Spend (12 Months)	\$2,263,367.78
Add Estimated Spend from Increase on 59 items (12 Months)	\$316,871.49
New Price Limitation	\$6,813,311.07

See Appendix A for the item list.

3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on August 16, 2021, shall remain in full force and effect.

Contractor Initials: *ME*
Date: *9/5/23*

ACE ENDICO CORP

By: M. C. Endico

Michael Endico
(Print Name)

Title: President

Date: 9/5/2013

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-2-23

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 10/3/23

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

Item Number	Item Name	Pack / Size	Pack Size	Item Size	Original Unit Price	New Unit Price
651309	Dressing French Pckt	200	gr	12.0	\$5.46	\$7.34
651315	Sauce Tartar Pkt Poly	200	gm	12.0	\$16.33	\$8.08
651307	Dressing Italian Packet Poly	200	gm	12.0	\$6.27	\$8.48
651308	Dressing French Packet	200	gm	12.0	\$6.33	\$8.88
671755	Mayonnaise Packet Foil	200	gm	12.0	\$22.60	\$10.98
747818	Sauce Taco Packet Mild	200	m	9.0	\$8.74	\$12.74
371336	Juice Cmbry Blend Cup	96	oz	4.0	\$9.09	\$12.98
371329	Juice Apple Cup	96	oz	4.0	\$9.75	\$13.34
711550	Pasta Macaroni Elbow	2	lb	10.0	\$9.61	\$14.11
711533	Pasta Penne Rigate	2	lb	10.0	\$10.47	\$14.11
711531	Pasta Rotini Plain Ita	2	lb	10.0	\$10.70	\$14.11
453730	Pea Green Petit Gr A P	1	lb	20.0	\$0.00	\$15.78
451879	Bean Wax Cut	1	lb	20.0	\$14.73	\$18.78
641931	Chip Potato Regular Indiv	120	oz	0.5	\$17.19	\$19.88
453316	Corn Whl Kernel	1	lb	20.0	\$17.09	\$20.38
668794	Flour All Purp	1	lb	50.0	\$15.08	\$21.44
668770	Flour Bread	1	lb	50.0	\$18.88	\$22.01
669050	Flour Wheat Whl Stone Grnd	1	lb	50.0	\$20.63	\$22.39
668350	Flour Pastry Unblech Gldn	1	lb	50.0	\$18.47	\$23.38
667954	Flour Bread 4x Patent	1	lb	50.0	\$20.12	\$24.08
453750	Pea Green Gr AP	12	lb	2.5	\$23.12	\$24.74
824511	Bean Baked New Eng Style	6	can	10.0	\$25.28	\$28.08
620270	Bean Baked Vegetarian	6	can	10.0	\$21.40	\$28.68
799654	Sauce Spaghetti Plain	6	can	10.0	\$20.01	\$28.98
695554	Ketchup	6	pouch	10.0	\$20.01	\$28.98
827245	Potato Diced Wht	6	can	10.0	\$24.27	\$29.68
800284	Sauce Spaghetti Premium	6	can	10.0	\$20.44	\$29.78
615322	Mustard Yellow Packets	2000	gm	5.5	\$15.57	\$31.14
216862	Margarine Solid	30	lb	1.0	\$27.23	\$32.04
216862	Margarine Solid	30	lb	1.0	\$27.23	\$32.04
647390	Dressing Italian Creamy	4	gal	1.0	\$25.96	\$33.68
627850	Cereal Hot Oat Instant Variety	64 ct	oz	1.4	\$24.42	\$33.68
744458	Rice Par-boiled Perfect	1	lb	50.0	\$22.88	\$33.88
626980	Cereal Corn Flakes	1	lb	26.6	\$24.54	\$33.92
682549	Fruit Cocktail In Pear Jc	6	can	10.0	\$32.01	\$35.88
213369	Butter Cup Soft Usda	720	gm	5.0	\$31.87	\$36.04
816749	Pasta Rotini/Spiral Garden	1	lb	20.0	\$9.61	\$36.11
786714	Sugar Granulated Xfine Cane	1	lb	50.0	\$29.21	\$36.94
681259	Peach Sliced In Juice	6	can	10.0	\$31.19	\$37.48
681770	Pineapple Chunk Juice	6	can	10.0	\$32.16	\$37.48

Contractor Initials: ME
Date: 9/5/23

Appendix A

828405	Yam Cut Fcy	6	can	10.0	\$30.02	\$38.78
600720	Corn Starch 25 lb	1	lb	25.0	\$22.17	\$38.88
649850	Dressing Ranch Lite No Msg	4	gal	1.0	\$28.23	\$39.68
651366	Dressing Ranch	4	g	1.0	\$30.80	\$40.08
763620	Soup Tomato	12	oz	50.0	\$34.63	\$40.08
235110	EGG WHL LIQ FRSH W/CITRIC	1	lb	20.0	\$26.01	\$43.04
216850	Margarine Spread Cup	900	gm	5.0	\$31.17	\$45.00
786380	Sugar Confectioner 6x Cane	1	lb	50.0	\$30.51	\$46.01
378522	Danish Assorted Mini Bkd	120	oz	1.5	\$44.81	\$50.00
762731	Soup Cream Of Mushroom	12	oz	50.0	\$41.12	\$55.88
513660	Patty Veg Blk Bean Veg Burger	48	oz	3.4	\$53.02	\$59.98
513680	Patty Veg Original Veggie Burg	48	oz	3.0	\$49.88	\$60.08
235116	FROZEN WHOLE EGGS 30LB	1	lb	30.0	\$40.89	\$60.98
354372	Egg Whl Liq Crtn	15	lb	2.0	\$37.12	\$60.98
354372	EGG WHL LIQ CRTN	15	lb	2.0	\$37.12	\$60.98
721600	Shortening All Purp Cube Veg	1	lb	50.0	\$44.47	\$63.98
593490	Chocolate Chip Imitation	1	lb	25.0	\$55.18	\$66.49
235860	Egg White Liq W/Tec Opt Choice	6	lb	5.0	\$32.55	\$70.88
235860	EGG WHITE LIQ W/TEC OPT	6	lb	5.0	\$32.55	\$70.88

Contractor Initials: ME
 Date: 9/5/23



B&G Foods, Inc.

Four Gatehall Drive
Parsippany, NJ 07054

Tel: (973) 401-6500

Fax: (973) 630-6550

September 23rd, 2022

TO: Our Valued Customers

SUBJECT: Price Increase on Select B&G Foods Brands

While we have and continue to work diligently to control costs, we continue to experience extraordinary inflation and significantly increased costs for ingredients, packaging, corrugate, labor, overhead and fuel.

Therefore, **effective November 1, 2022**, we are enacting a price increase on bid business with many of our B&G Foods Brands. Below are some, but not all, of the brands impacted:

Ac'cent[®], B&G[®], Back to Nature[®], Bear Creek[®], Brer Rabbit[®], Cary's[®], Clabber Girl[®], Branded & Private Label, Cream of Wheat[®], CrockPot[®] Seasoning Mixes, Dash[®], Davis[®], Devonsheer[®], Durkee[®] Spices, Emeril's[®], Fleischmann's[®], Grandma's[®], Hearth Club[®], Joan of Arc[®], KC[®], Las Palmas[®], Mama Mary's[®], Maple Grove Farms[®] Syrup and Mixes, McCann's[®], Molly McButter[®], New York Style[®], Old London[®], Ortega[®], Regina[®], Royal[®], Spice Islands[®], Static Guard[®], Tone's[®], Vermont Maid[®], Victoria[®]

Your B&G Foods Sales Representative will provide details on specific impacted items and answer any questions you may have.

We appreciate your continued partnership and business.

Sincerely,

Christopher Riesbeck

Christopher Riesbeck
Sr Director, Food Away From Home Division
B&G Foods, Inc.



November 29, 2022

To Our Valued Customers,

We are writing to inform you that Campbell Foodservice Company will implement a list price increase impacting certain products across our portfolio, effective January 30, 2023.

This pricing increase reflects a sustained inflation rate beyond our expectations in many areas, including packaging materials, ingredients, transportation and logistics, and other global events.

We understand the complexities that come with a pricing change and are committed to supporting you to ensure a seamless transition. Your Campbell Foodservice representative will contact you shortly to talk through the increase and steps to support the implementation.

We sincerely appreciate your partnership as we navigate the challenges our businesses face. Please don't hesitate to reach out to your Campbell Foodservice representative with any questions.

Sincerely,

Kevin Matier
Vice President & General Manager

Gregg Muntean
Vice President, US Sales

Campbell's Foodservice
One Campbell Place
Camden, NJ 08103
campbellsfoodservice.com



RE: SY 22/23 Prices

We appreciate the opportunity to provide pricing for Cargill's Sunny Fresh egg products.

Please be advised that pricing reviews are done by Cargill on an annual basis for schools to ensure that we have the best and fair price. Pricing does change due to several factors. Adjustments in our pricing are dictated by market conditions and other factors including but not limited to, freight, ingredient costs, packaging and production costs.

For School Year 22/23 we reviewed additional indexes to determine costs for the K-12 segment.

- The 12-month percentage change as of October 2021 for the Consumer Price Index is showing an increase of 6.2% in all items.
- The U.S. Bureau of Labor Statistics compensation costs have increased 3.7% for the 12-month period ending in September 2021.
- In 2022, FRT forecasts an incremental 2.5% increase in contract rates above the 20.5% increase realized in 2021 and significant volatility / upward movement in spot freight (driven primarily by ongoing tight capacity and more favorable economics for carriers).

In addition, the USDA annually updates the egg cost and donated volume in each case which can impact the finished price to schools. For school year 22/23 the USDA made the following changes:

- The USDA has increased the cost of egg from \$.5390 per lb in 21/22 to \$.6136 per lb in 22/23, a 5.2% decrease.
- The USDA did not change the donated food pounds per case of egg products this year.

These adjustments have been reflected in the most recent school pricing. As always, we are committed to providing high quality products. If you have additional questions or concerns, please let me know. Thank you for your ongoing business.

Sincerely,

Cargill Protein Business Team

Cargill Kitchen Solutions
206 West Fourth Street
Monticello, MN 55362

Tel 763-271-5600
Tel 800-247-5797
Fax 763-271-5711
www.cargillkitchensolutions.com





October 13, 2022

Continuing Inflation into 2023

Conagra Foodservice continues to face significant ongoing cost stresses which are affecting all facets of our business. Ingredient costs, and shortages, energy costs (up over 20% in the past 6 months), and increased labor costs are forcing us to raise pricing on certain pieces of school business in the Jan-June semester of the 22-23 school year. Costs of fuel for transportation have begun to rise again after a brief respite in summer 2022. Labor shortages still impact all industries, and Conagra continues to invest in time, equipment and training for safety across our associates, our plants, our products, and our customers.

Grains, meats, oils, linerboard, cheese and other dairy products maintain their upward cost movements, while demand both domestic and international remains strong. It has not moderated as was hoped earlier this year, and the current outlook is that strong commodity markets will remain with us until mid- to late 2023 if not further.

Because of this continued level of inflation, Conagra will be taking pricing increases effective January 2, 2023 where it is necessary on some school contracts. Not all items will be affected, nor will all bids be affected. We will only be changing prices where needed. On these bids, your current pricing program (Blacksmith) will be end-dated for January 1, 2023. There will be a new Blacksmith program which goes live January 2, 2023 through the end of your school year. You will be made aware both of the current program being end-dated, and the new program becoming effective January 2, 2023. Again, not all items will be changed on all bids, and prices which did not change from the original quote will remain in place. We appreciate your consideration as we deal with these ongoing pressures. We hope to return to normal pricing intervals soon. We value your partnership with us. Thanks so much.

Conagra Brands, Inc. Bid Dept.
801 Dye Mill Rd.
Troy, OH 45373
937 440 2959
Chuck.gentile@conagra.com



Del Monte Foods, Inc.

Nourishing Families. Enriching Lives. Every Day.®

July 29, 2022

Dear Valued Partner,

Attached please find the new price list for Del Monte Foodservice, effective October 15, 2022. Below is a summary of item changes and pricing adjustments for all customers and channels of trade.

As you may be aware, inflationary pressures across raw materials, packaging, transportation, and manufacturing costs have made some pricing adjustments necessary. We are increasing our pricing on all Pineapple products due in large part to the continuing escalation of ocean freight costs. All price changes are effective for orders shipped on or after October 15, 2022.

Price Increases:

- **Shelf Stable Pineapple and Pineapple Juice:**
 - Challenging growing conditions and severe transportation disruptions over the past year resulted in a global shortage of Pineapple and higher costs across all these items, requiring an average 20% increase in price.
 - All Canned and Pouch Pineapple and Pineapple Juice.

We are pleased to introduce the following new items:

- Del Monte Peach Salsa with Morita Chilis
- Del Monte Mango Salsa with Jalapeños
- Del Monte 48/6 oz Pineapple Juice (Not from Concentrate)

As we look to the future with optimism, we appreciate and value your business. We understand the difficult time and severe impact to the Foodservice industry, organizations and customers caused by the events of the past two years and are eager to partner with you to overcome these challenges.

Should you have any questions or need assistance, please do not hesitate to reach out to your Del Monte Sales Representative.

Sincerely,

Jane Sumner
Vice President Foodservice
Del Monte Foods, Inc.



MEMORANDUM

DATE: July 8, 2022
TO: All Customers and Brokers
FROM: Jennifer Esposito, Vice President Sales & Marketing
SUBJECT: *Commodity Price Adjustment Effective August 1, 2022*

Effective August 1, 2022, Furman's price list will reflect price adjustments due to significant increases in the global cost of steel coupled with additional off-contract increases in corrugate, paper and labor. The resulting price increases are effective across all customers and market segments.

We appreciate your business as we navigate these market changes together.

Please feel free to reach out directly to me or to your Regional Sales Manager if you have any questions.

Thank you.

A handwritten signature in black ink, appearing to read "Jennifer Esposito".

Jennifer Esposito
VP Sales & Marketing



May 1, 2022

RE: Pricing Renewal Price Increases

Dear Distributor Partner,

Over the course of the last 12 months, General Mills implemented several national price increases. As we price renewal bids for the upcoming 2022-2023 school year, you will see adjustments to pricing as we pass along a portion of those national price increases.

The pricing actions represent broad based inflation on key commodity, production and transportation costs that affect our overall cost of goods. The pricing action ensures our ability to grow and cover key inflation inputs.

General Mills recognizes the value of our partnership and is committed to delivering high quality products, service excellence, and support to grow our mutual business. If you have questions regarding this action, please contact your local General Mills Convenience & Foodservice Sales Representative.

Sincerely,

Christine Miller
Sr. National Account Executive
General Mills Convenience & Foodservice



GREGORY PACKAGING, INC.

Family Owned Since 1922

Corporate Office
1125 Easton Road • Bethlehem, PA 18015
Post Office Box T • Hellertown, PA 18055-0207
973-465-1113
www.suncupjuice.com

Price Increase Notice

To: Ace Endico
From: Ryan Molnar
Date: October 11, 2021
Subject: Price Increase Notice
Effective: November 1, 2021

Hello,

SunCup Juice believes that proper communication between suppliers and customers is vital when planning ahead and making appropriate business decisions. To that extent, it is imperative that we communicate the reality of the current supply chain impacting the juice manufacturing environment. Global supply chains have experienced an unprecedented and unpredictable shift since the beginning of "The Pandemic." Although labor and manufacturing demands have stretched us beyond our capacity over the past 18-months, SunCup continues to be a very reliable partner. Since the spring of 2021, when pricing was extended, our suppliers of juice concentrates, corrugated boxes, plastic cups, foil lids, paper cartons, and all additional manufacturing costs have increased disproportionately to any other time in the past two decades. (*Cost Increases in percentages: juice concentrates = 25%, corrugated boxes = 18%, plastic cups = 43%, foil lids = 16%, paper cartons = 25%, freight = 35 to 65%, all other manufacturing costs = 30%*).

As the realities of COVID-19 continues to influence rising costs for an unforeseen period of time, it has unfortunately reached a point that SunCup can no longer absorb these costs, and price increases are inevitable. These increased costs will now have a direct effect on all previously extended pricing. As a company, we pledge to relieve these increases as soon as we can do so. And commit to continue implementing cost-saving strategies in all areas of procurement & manufacturing practices to minimizing future increases. We would also like to provide our customers with reasoning for why the market is experiencing these significant increases in pricing. (*please reference the attached market conditions letter.*) Additionally, we are conscious that this communication is challenging to translate to your customers and we offer our pledge to assist you in this communication.

We appreciate your continued support and collaboration as we navigate the future together.

Kind Regards,

Ryan Molnar
National Sales Manager
ryanm@suncupjuice.com



Totally
Juice.

Plant Locations
Newark, NJ • Bethlehem, PA
Phoenix, AZ • Newnan, GA



Farm &
Orchard.



GREGORY PACKAGING, INC.

Family Owned Since 1922

Corporate Office
1125 Easton Road • Bethlehem, PA 18015
Post Office Box T • Hellertown, PA 18055-0207
973-465-1113
www.suncupjuice.com

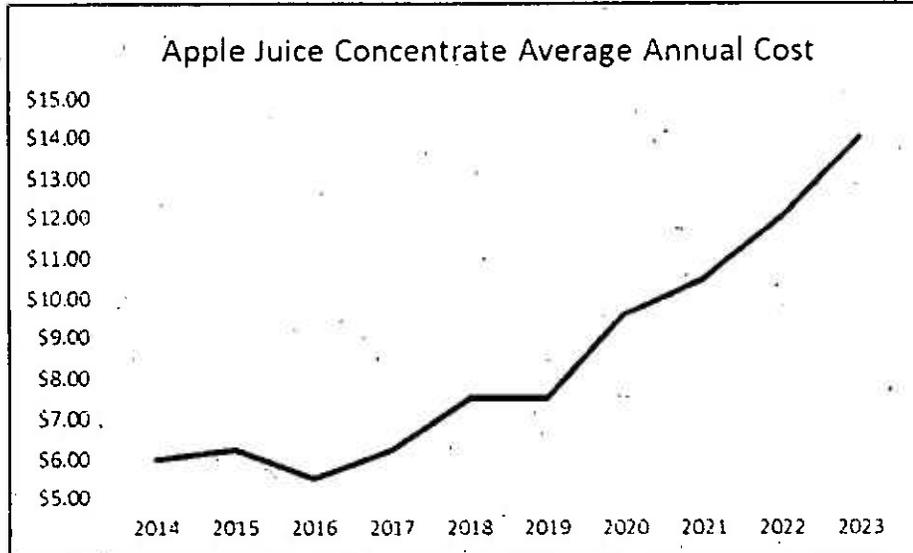
November 1, 2022

Markets Conditions Update

SunCup™ Juice is committed to producing wholesome quality juice products supported with the highest level of customer service. Leveraging automation and cost-effective manufacturing efficiencies has assisted our commitment to product fulfillment throughout the past two years given the turbulent market. The current supply chain has experienced significant disruptions as a result of the pandemic and beyond. These disruptions impact the cost of ingredients, packaging, labor, freight (inbound & outbound) and production variables in an unprecedented, never-before-seen outcome. The documentation below outlines market conditions which influence the Producers Price Index (PPI), Consumer Price Index, trucking costs, labor statistics, and supports the price increase Gregory Packaging is implementing at this time
Please note: the increase is strictly a pass through of the cost increases we are incurring.

Fruit Juice Concentrate price update

APPLE - As a direct result of COVID-19 and continuing economic woes, the average annual cost for apple juice concentrate has risen 85% since early 2020. And the trend will continue through 2023. Coupled with increased concentrate costs, shipping and production costs have also been steadily increasing and will continue increasing for the foreseeable future.



Totally
Juice.

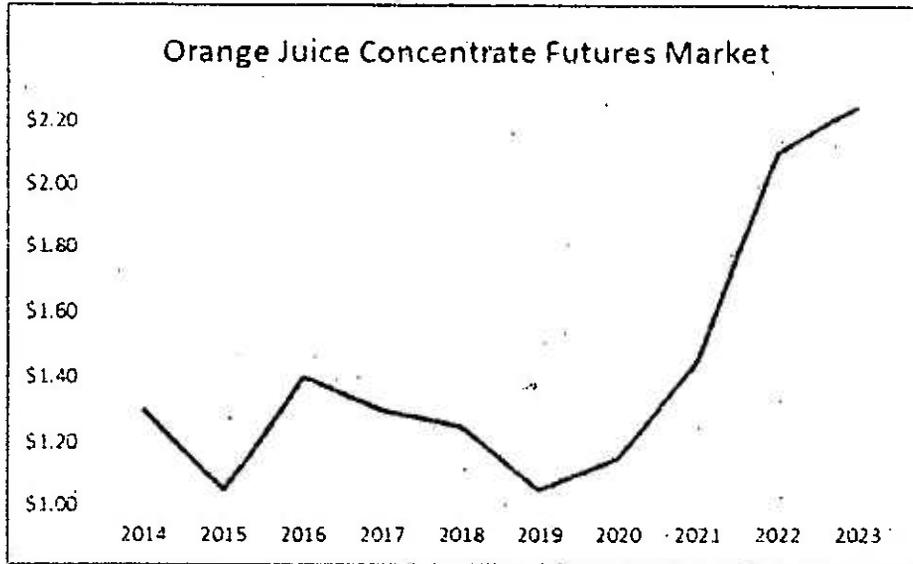
Plant Locations
Newark, NJ • Bethlehem, PA
Phoenix, AZ • Newnan, GA



Farm &
Orchard.

SunCup Juice Market Conditions update (continued)

ORANGE – Frozen Orange Juice Concentrate futures increased approximately 45% since 2021 and have increased 100% since 2019. Hurricane Ian has affected the Florida growing regions forcing a new spike in futures prices. Prior to the hurricane, on October 12, 2022, the USDA issued a crop forecast stating that all 2022 Orange production was down 32% from the 2021 growing season. Florida was expected to harvest just 28 million boxes of the fruit this season, down from 41 million last year, the smallest amount since 1943. As a result of the hurricane damage, processors are putting orange juice concentrate on strict allocations.



CRANBERRY - The U.S. Cranberry Marketing Committee in August estimated the 2022 U.S. cranberry production at 8.3 million (100-pound) barrels, up 4% from a year ago. However, the 2022 crop experienced a variety of adverse weather across the country, beginning at the bloom stage in the Northwest and continuing with the extreme drought in the Northeast. In addition, the upper Midwest experienced hail and other major weather events. Wisconsin produces the majority of cranberries in the US and increasing demand for fresh, frozen and sweetened dried cranberries has been notable in the past five years. Low carry-over stocks and the prospect of a relatively small 2022 crop have caused spot market prices for dried cranberries and cranberry juice concentrate to increase significantly in recent months. There is no relief in sight any time soon.

Freight Rates

The demand for over-the-road carriers and rail has been impacted with dramatic changes starting in late 2019. With new DOT regulations being implemented, freight rates have increased an average of 30% on inbound and outbound logistics. The COVID-19 Pandemic has forced many companies to close, resulting in an overall shortage of trucks and drivers, also contributing to the rising cost of all inbound-outbound logistics. Pending rail strikes have also created more demand for over the road trucks leading to increased prices.



Totally Juice.

Plant Locations
Newark, NJ • Bethlehem, PA
Phoenix, AZ • Newnan, GA



Farm & Orchard.

Websites and references:

Orange Juice Futures

<https://futures.tradingcharts.com/futures/quotes/OJ.html?cbase=OJ>

<https://nypost.com/2022/10/12/hurricane-ian-slams-floridas-orange-juice-crop/>

<https://www.businessinsider.com/orange-juice-prices-up-after-hurricane-ian-florida-groves-2022-10>

<https://www.investing.com/news/commodities-news/orange-juice-prices-soar-with-americans-seeking-immunity-boost-2175731>

Apple Juice Market reports

<https://www.ams.usda.gov/mnreports/fvwaplproc.pdf>

Grape Juice market report

<https://www.businesswire.com/news/home/20200430005453/en/Global-Grape-Juice-Market-2019-to-2024---Impact-of-COVID-19-in-the-Medium-Term---ResearchAndMarkets.com>

Overseas shipping reports

<https://www.ecomcrew.com/sea-freight-rates-have-soared/>

<https://www.maritime-executive.com/article/container-rates-continue-to-set-new-highs-in-2021>



*Totally
Juice.*

Plant Locations
Newark, NJ • Bethlehem, PA
Phoenix, AZ • Newnan, GA



*Farm &
Orchard.*



INTERNATIONALFOOD SOLUTIONS

January 30, 2023

Ace Endico

RE: Ace Endico Contract for Boston Public Schools Grocery Rebid #9580

Dear Ace Endico,

International Food Solutions, Inc. appreciates the business that Ace Endico has provided us for the Boston Public Schools contract. We are very interested in continuing this relationship but will need to make price adjustments moving forward for some of our products. Factors such as increased material costs, supplies, freight charges, as well as indirect costs are coming into play for the 2022-2023 school year. We have always tried our best to supply the highest quality products in a timely manner at the best price when circumstances have allowed. International Food Solutions, Inc. is committed to continuing this trend for Boston Public Schools for the upcoming school year and in the future. Please see attached backup documents on increases.

Thank you again for your continued partnership and support.

Della Collins
Regional Sales Manager
(443) 910-4312
della.collins@internationalfoodsolutions.com



BLS Data Viewer

Preliminary

Time Period: Start Year: 2022 End Year: 2022

Net Monthly Changes

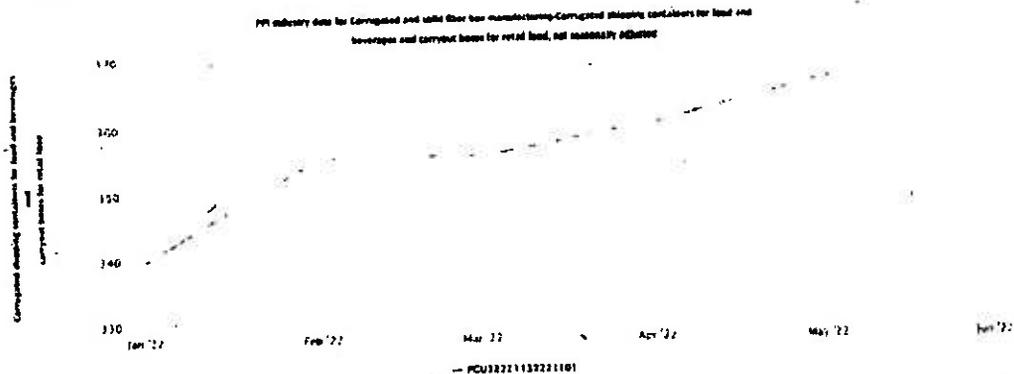
- 1-Month Net Change
- 6-Month Net Change

- 3-Month Net Change
- 12-Month Net Change

Percent Monthly Changes

- 1-Month % Change
- 6-Month % Change
- 3-Month % Change
- 12-Month % Change

Update



Click and drag in the plot area to zoom in. Hover over chart to view data. Source: U.S. Bureau of Labor Statistics.

Data extracted on: Jul 15, 2022 (1:39:07 PM)

PPI Industry Data

Series Title : PPI industry data for Corrugated and solid fiber box manufacturing-Corrugated shipping containers for food and beverages and carryout boxes for retail food, not seasonally adjusted

Series ID : PCU32221132221101

Seasonality : Not Seasonally Adjusted

Survey Name : PPI Industry Data

Measure Data Type : Corrugated shipping containers for food and beverages and carryout boxes for retail food

Industry : Corrugated and solid fiber box manufacturing

Item : Corrugated shipping containers for food and beverages and carryout boxes for retail food

Latest Observation

June 2022
367.807

Jan 2022 - Jun 2022
Minimum Value: January 2022
338.709

Maximum Value: June 2022
367.807

Data Availability:
1961 - 2022

EXCEL CSV

Year	Period	Label	Value	6-Month Net Change	
2022	MO1	2022 Jan	338.709		N/A
2022	MO2	2022 Feb	355.227		N/A
2022	MO3	2022 Mar	358.419 (E)		N/A
2022	MO4	2022 Apr	360.045 (E)		N/A
2022	MO5	2022 May	366.350 (E)		N/A
2022	MO6	2022 Jun	367.807 (E)		N/A

Footnotes

(E) Preliminary. All indexes are subject to monthly revisions up to four months after original publication.



DATE: October 22, 2021
TO: Our Valued Customers
SUBJECT: 2021 Market Update & Price Adjustments 12-15-21

Our industry has been experiencing unprecedented and challenging circumstances. We are now faced with additional increases related to market conditions as well as additional material cost increases. Since our last increase notice, we have received and continue to receive additional increases from our suppliers.

The national average for the apple crop is forecasted to be down 5.7% from the previous year and down 9.4% from the five-year average. In addition, and similar to Knouse Foods, fruit growers throughout the country are facing material, labor, transportation, and other supply chain challenges which are impacting the cost of apples. Based on all of this, our current pricing for apples is over 50% higher than what we paid last year, and this pricing may increase even higher for our particular pack needs.

We also have been advised from our can suppliers to expect increases beginning early January 2022. You will be notified within the next several weeks of increases related to cans.

Please find attached additional details on this increase due to crop conditions, increased costs, and industry changes and challenges.

Due to the increase price of apples and material costs, Knouse Foods will be implementing new pricing effective with shipments starting December 15, 2021

If you have any questions, PLEASE contact your Regional Sales Manager. We will try to answer all your questions and give you the best direction we can with the enclosed information.

Thank you for your support.

Sincerely,

Knouse Foods, Inc.

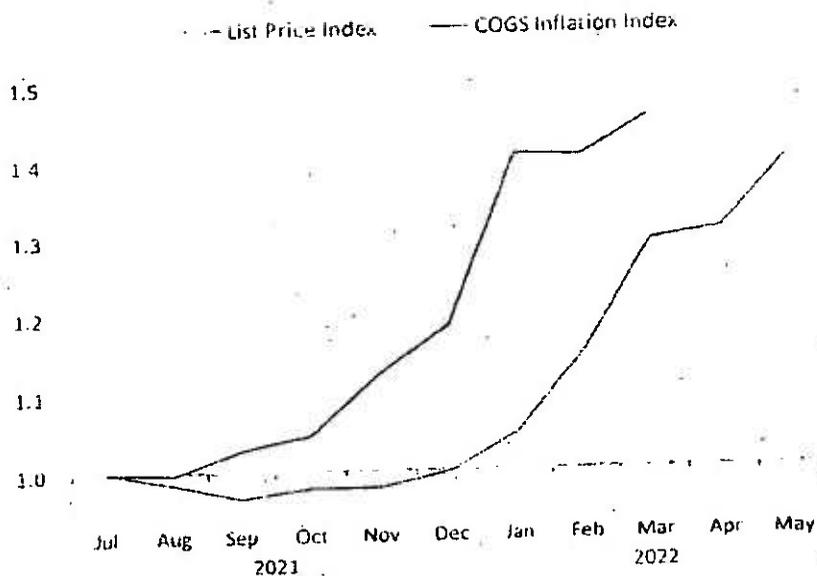
Mike Binkley
General Manager

MUSSELMAN'S • LUCKY LEAF • APPLE TIME • SPEAS FARM • LINCOLN

Cream Cheese Inflation

Prices of dairy and non-dairy cost components have risen significantly and are expected to increase further due to supply constraints and strong demand

Cream Cheese List Price Changes¹ vs. COGS Inflation²



Dairy³

- Contractions in the dairy herd have pushed milk production levels lower YoY, leading to less supply and increased prices. Strong domestic and export demand expected to keep prices firm.
 - Milk prices up +24% since Jul-21; Butter up +61%

Locust Bean Gum

- Price of locust bean gum (LBG), a key thickening agent in cream cheese, is up ~75% vs. PY due to lack of carry over from 2017 crop and increased demand from dairy and plant-based food manufacturers.
- Sustained price pressure and constraints expected, as Caroub (LBG) trees take 10 years to produce kernel necessary for LBG.

Freight⁴

- Freight rates up +35% vs. a year ago as diesel prices surge and labor and chassis shortages persist

¹ Weighted average list price change of all cream cheese SKUs ² Weighted average COGS inflation includes all cost components (dairy and non-dairy) ³ CME spot prices ⁴ CASS info Inferred Rates

KraftHeinz

AWAY FROM HOME

Date: November 7th, 2022
To: Kraft Heinz Away From Home Customers
From: Julien Rouanet, Vice President, Away From Home Sales
Subject: Kraft Heinz Away From Home New Price List on January 15th, 2023

Dear partners,

Our industry continues to face unprecedented volatility and disruptions, leading to sustained cost pressure and significant price increases across every aspect of the supply chain.

Kraft Heinz is working diligently to simplify its business processes and mitigate these cost increases. However, because of current market conditions, Kraft Heinz will be adjusting its price list. This new price list will not only offset a portion of the inflation pressure, but also create additional value for all our partners and entities of the supply chain.

Kraft Heinz's new price list will affect the following categories:

Price Change Effective January 15 th , 2023	
AO CONDIMENTS	GARNISHES
BBQ SAUCE	HOT/SPICY SAUCES
BREAKFAST PC'S	MEAL SOLUTIONS AND SAUCES
DESSERTS	SOUPS
DRESSINGS	QUALITY CHEF MAC & CHEESE

The table attached, Appendix A, details the list of SKUs that are impacted by this change.

New pricing will be effective January 15th, 2023.

All pricing rules are applied based on the customer's purchase order date (PO Date).

Product ordered with a purchase order date (PO date) on or after the effective date (January 15th, 2023) will be priced at the new price. Beginning March 1st, 2022, Kraft Heinz will no longer accept orders from distributor customers that cannot be reconciled with the agreed upon pricing. Kraft Heinz will make efforts to contact the distributor to see if changes can be made in short order so that there are no delays, but the order will not be accepted and no shipping scheduled until Kraft Heinz receives a corrected order.

Contact your Sales Representative with any questions pertaining to the implementation of this price list.

Best Regards,

Julien Rouanet
Vice President, Away From Home Sales

** Please see price list for complete list of price changes*

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 ACE ENDICO CORP is a New York Profit Corporation registered to transact business in New Hampshire on August 04, 2021. 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: 877850

Certificate Number: 0006300769



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102891313-ACE-Cas-23-24	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ace Endico Corporation 80 International Blvd. Brewster, NY 10509	INSURER A: Old Republic Insurance Co NAIC # 24147	
	INSURER B: Everest National Insurance Co 10120	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005288006-04 **REVISION NUMBER:** 1

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY-30914223	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> AUTOS ONLY		MWTB-30914123	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ APD Compl/Col Ded: \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XC9CU0082-231	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	MWC-30914023	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capital Street, Room 102 Concord, NH 03301	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>Marsh USA Inc.</i>
--	--

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Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Laura Endico, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Ace Endico. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on August 25, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michael Endico (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Ace Endico with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 8/25/2023

ATTEST: Laura Endico, Vice President
(Name & Title)

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

DATE: August 10, 2021

CONTRACT FOR: FOOD- Food Service (Non-Perishable, Dry, Meat, Eggs, and Other)

CONTRACT #: 8002889

COMMODITY/NIGP CODE: 393-4300

CONTRACTOR: Ace Endico Inc.

VENDOR CODE #: 363745

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Andrew J Bennett, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Andrew.J.Bennett@das.nh.g
ov, c=US
Date: 2021.08.10 13:58:10 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.g
ov, c=US
Date: 2021.08.12 15:31:16 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

 8/12/2021

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

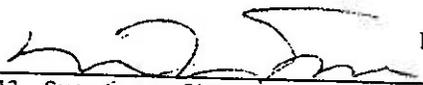
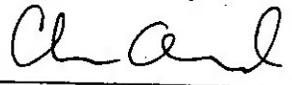
DATE 8/14/21

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		1.2 State Agency Address 25 Capitol Street Concord NH 03301	
1.3 Contractor Name Ace Endico Inc. (VC 363745)		1.4 Contractor Address 80 International Blvd Brewster NY 10509	
1.5 Contractor Phone Number 973-919-7980	1.6 Account Number Various	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$5,325,000.00
1.9 Contracting Officer for State Agency Loretta Razin, Purchasing Manager		1.10 State Agency Telephone Number 603-271-1451	
1.11 Contractor Signature  Date: 7/21/21		1.12 Name and Title of Contractor Signatory Matthew Wasserman Bid Director	
1.13 State Agency Signature  Date: 8/16/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 225
Date 7/21/21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

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10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

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this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

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**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE:

The Contract term shall commence on September 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through June 30, 2024, a period of approximately 3 years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2447-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2447-21."

3. SCOPE OF WORK

Contractor shall supply produce offerings, at firm fixed price per each and quantity ordered as applicable:

GAURANTEE FRESHNESS:

Contractor shall be required to delivery orders processed by the State/Agency for a guarantee freshness for items from receipt of order, utilizing the "use by" date, "Sell by", "Best Before" dates. Orders received and freshness has failed or not within that period, the State/Agency may return items for a full refund or exchange within seven (7) days from receipt of order, without additional charges/fees/delivery.

CUSTOMER SUPPORT SERVICES:

If applicable, the successful Contractor(s) shall provide sales support for the items and equipment specified in the contract. The Contractor shall have a central contact point, available during State business hours, for resolving customer support problems.

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

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

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

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

4. ABILITY TO PROVIDE:

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

5. GAURANTEE FRESHNESS:

Contractor shall be required to delivery orders processed by the State/Agency for a guarantee freshness for items from receipt of order, utilizing the "use by" date, "Sell by", "Best Before" dates. Orders received and freshness has failed or not within that period, the State/Agency may return items for a full refund or exchange within seven (7) days from receipt of order, without additional charges/fees/delivery.

6. ORDERING PROCEDURE:

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

7. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to Andrew.J.Bennett@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

8. ACCOUNT COMMUNICATION & ESCALATION:

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

9. RETURNED GOODS:

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

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

10. DELIVERY:

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

The Contractor shall make delivery of any Good(s) ordered under this Contract within five (5) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

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

Backorders shall be delivered within five (5) BUSINESS DAYS AND SHALL BE COMMUNICATED / VERIFIED TO ORDERING AGENCY. Orders out of stock or unavailable, contractor shall communicate with ordering agency on possible substitution or cancelling

LOCATIONS:

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

AGENCY	DELIVERY
Dept. of Corrections 138 East Milan Road Berlin NH 03570	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Jeff Young 603-752-0369
Dept. of Corrections 3 Maguire Street Concord NH 03302	M - F 7:30 AM to 2:30 PM Call 603-271-1876 Prior to Delivery
Concord Community Corrections Center 60 Iron Works Road Concord NH 03301	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
Manchester Community Corrections Center 126 Lowell Street Manchester NH 03104	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
Glenclyff Home 393 High Street	M - F 8:00 AM to 3:30 PM

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Glenciff NH 03238	James Cormiea 603-989-3111 / 95220
Dept. of Health & Human Services 1056 N. River Road Manchester NH 03101	M - TH 6:00 AM to 3:00 PM Harlan Freeman 603-665-1522
NH Veteran's Home 139 Winter Street Tilton NH 03276	M - F 8:00 AM to 11:00 AM & 12:30 PM to 3:30 PM Lynn Hillbrunner 603-527-4893
NH Dept. Of Resources & Economic Development-Cannon 260 Tramway Drive Franconia NH 03580	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Nichole Natli 603-823-7722 / 717
NH Dept. Of Resources & Economic Develop. - Mt. Washington 30 Jimtown Road Gorham NH 03581	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Christa Rousseau 603-466-3347 or 603-451-8911 (cell)
NH Hospital 129 Pleasant Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512
NH Hospital 36 Clinton Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product/items/services strictly pursuant to, and in conformity with this contract which resulted from RFB #2447-21.

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeas45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

12. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

13. CONFIDENTIALITY & CRIMINAL RECORD

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

14. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

Contractor Initials
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**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of ~~\$5,325,000.00~~; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

PRICING:

The prices indicated in the Appendix A are firm until the point when CPI index is released for the periods of time as represented by section in the table below. Through the term of the contract, prices may be increased by no more than the CPI on the US Department of Labor website (www.BLS.Gov). The Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it must be submitted in writing to the Bureau of Purchasing & Property, 25 Capitol Street, Room 102, Concord NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable.

Category	Pricing
Canned & Dry Goods	CPI Index (Bi-Annual)
Dairy (Class III & IV)	Monthly
Frozen	CPI Index (Bi-Annual)
Meat, Poultry & Seafood	Weekly Fresh

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

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

2. PRICING STRUCTURE

See Appendix A

Contractor Initials
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CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to food from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

MINIMUM ORDERS:

Minimum order delivery of \$25.00 per order.

3. INVOICE

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

Contractor shall be paid by Procurement Card when invoice is received.

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

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 #2447-21 is incorporated here within.

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APPENDIX A
CONTRACT 8002889

ItemName	Pack/Size	PACK SIZE	ITEM SIZE	ITEM UOM
Applesauce Fancy Sweetened	6	can	10	\$29.88
Applesauce Fancy Unsweetened	6	can	10	\$29.48
Base Beef No Msg 6/1 Lb	6	lb	1	\$32.78
Base Chicken Low Sodium No Msg	6	lb	1	\$32.68
Base Chicken No Msg Ztf 6/1 Lb	6	lb	1	\$45.44
Bean Baked Bean Pot Bush	6	can	10	\$35.37
Bean Baked New Eng Style Fcy	6	can	10	\$23.48
Bean Baked Vegetarian	6	can	10	\$19.88
Bean Black	6	can	10	\$18.38
Bean Garbanzo Fcy No Sulfite	6	can	10	\$19.08
Bean Green Cut	6	can	10	\$22.08
Bean Kidney Dark Red	6	can	10	\$20.98
Bean Pinto Fcy	6	can	10	\$19.88
Bean Veg Navy In Tom Sauce	6	can	10	\$24.08
Bean Wax Cut Fancy	6	can	10	\$25.98
Beet Diced Fcy	6	can	10	\$20.98
Beet Pkld Sli Med Fcy	6	can	10	\$20.98
Beet Sli Sal Mw	6	can	10	\$20.98
Breakfast Bar Apple Oatmeal	216	oz	1.2	\$52.43
Carrot Sli Medium Fcy	6	can	10	\$21.38
Cereal Cheerio Gf Bwlpk	96	oz	1	\$23.41
Cereal Cheerio GltN Fr Blkpk	4	oz	29	\$26.55
Cereal Corn Flakes	6	oz	35	\$22.58
Cereal Corn Flakes Bwlpk	96	oz	0.75	\$22.08
Cereal Frosted Flakes	6	oz	35	\$22.88
Cereal Frstd Mini Wheat Bwlpk	96	oz	1	\$24.98
Cereal Granola Oat N Hny Blkpk	4	oz	44	\$40.86
Cereal Granola Oatsn Hny Blkpk	4	oz	50	\$37.98
Cereal Hot Oat Instant Variety	120	oz	1.37	\$22.48
Cereal Hot Oat Quick	1	lb	50	\$22.88
Cereal Hot Oat Rolled Buckeye	1	lb	50	\$22.38
Cereal Kix Bowlpak	96	oz	0.625	\$23.51
Cereal Raisin Bran	6	oz	35	\$23.88
Cereal Rice Krispies	6	oz	35	\$21.98
Chip Potato Bbq Ss	104	oz	1	\$30.08
Chip Potato Reg Sea Salt	64	oz	1.375	\$32.24
Chip Potato Reg Sng Srv	104	oz	1	\$18.88
Chip Potato Regular Indiv	120	oz	0.5	\$15.88
Chip Potato Ripple	9	lb	1	\$24.56

Chip Potato Salt & Vngr Kettle	64	oz	1.375	\$31.45
Chip Tortilla Spy Swt Chl Rfat	72	oz	1	\$22.98
Chip Tortilla Yel Corn Rnd	6	lb	2	\$17.48
Chip Tortilla Yel Rnd Prfrd	6	lb	2	\$17.88
Chocolate Chip Imitation	1	lb	25	\$50.78
Chocolate Chip Semi Swt 1000ct	1	lb	25	\$63.54
Cocoa Mix Indiv	6	ct	50	\$34.08
Cocoa Mix No Sugar Added	6	ct	24	\$39.10
Coffee Inst Decaf Indiv	5	ct	100	\$46.98
Coffee Liq Conc Italian	2	gal	0.5	\$144.98
Cookie Fig Newton Cake	120	pk	2	\$46.08
Cookie Lorna Doone	120	oz	1	\$24.58
Cookie Vanilla Wafer Bulk Pack	12	oz	25	\$23.98
Corn Cream Style Golden Fcy	6	can	10	\$27.38
Corn Starch	1	lb	25	\$20.47
Corn Whl Kernel Golden Fcy	6	can	10	\$22.88
Cracker Cheese Pnut Btr 1.38oz	144	ct	4	\$21.09
Cracker Goldfish Cheese Baked	6	oz	31	\$39.80
Cracker Graham Orig	200	ct	2	\$15.98
Cracker Ritz	20	oz	3.8	\$18.08
Cracker Saltine	500	ct	2	\$13.71
DECAF 128/2.5 OZ	128	oz	2.5	\$119.98
DECAF 24/13 OZ	24	oz	13	\$97.12
Dip Hommus Orig	2	lb	5	\$33.41
Dressing French Packet	500	gm	12	\$14.55
Dressing French Pckt Lc Rd Sod	200	gr	12	\$5.04
Dressing Italian Creamy	4	gal	1	\$23.98
Dressing Italian Packet Poly	500	gm	12	\$15.68
Dressing Ranch	4	gal	1	\$28.48
Dressing Ranch Lite Nat	120	oz	1.5	\$22.56
Dressing Ranch Lite No Msg Ref	4	gal	1	\$26.08
Drink Lmn/Lm Widemouth Plst	24	oz	20	\$25.96
Drink Mix Fruit Punch Diet	12	gal	2	\$38.08
Drink Mix Lemonade Diet	12	gal	2	\$38.58
Drink Mix Raspberry Ice	12	gal	2	\$38.98
Drink Mix Strawberry Kiwi	12	gal	2	\$44.10
Filling Pie Cherry	6	can	10	\$54.05
Flour All Purp H&R BI En Mt	1	lb	50	\$13.88
Flour Bread	1	lb	50	\$17.38
Flour Bread 4x Patent	1	lb	50	\$18.51
Flour Bread Unblch	1	lb	50	\$12.88
Flour Pastry Unblch Gldn Shld	1	lb	50	\$16.99
Flour Wheat Whl Stone Grnd	1	lb	50	\$18.98

Fruit Cocktail Ch In Pear Jc	6	can	10	\$29.68
Fruit Mix Tropical In Jce	6	can	10	\$30.37
Hash Corned Beef	6	can	10	\$69.88
Jam Asst Sug Free 120g40s40bb	200	oz	0.375	\$10.08
Jelly Asst #20 175g150ap75s	400	oz	0.5	\$16.08
Jelly Asst #30 160g160mf80a	400	oz	0.5	\$15.98
Juice Apple 100% Aseptic	12	oz	46	\$19.08
Juice Apple 100% Nectar Thk L2	48	oz	4	\$20.18
Juice Apple 100% Unswt Btl	12	oz	46	\$18.98
Juice Apple 100% Unswt Can	48	oz	5.5	\$23.61
Juice Base Apple Blend 100%	12	oz	33.8	\$31.88
Juice Crnbry 27% Ccktl Aseptic	12	oz	46	\$26.45
Juice Crnbry Cktil Nec Thk L2	48	oz	4	\$18.10
Juice Crnbry Cktil	48	oz	5.5	\$22.53
Juice Crnbry Rts Pet	8	oz	60	\$24.98
Juice Grape 100% Aseptic	12	oz	46	\$31.98
Juice Grape White Plas Btl	8	oz	64	\$34.00
Juice Orange	48	oz	5.5	\$24.98
Juice Orange 100%	8	oz	60	\$28.04
Juice Orange 100% Aseptic	12	oz	46	\$29.04
Juice Orange 100% Nec Thk L2	48	oz	4	\$20.67
Juice Pnapl 100%	12	oz	46	\$29.88
Juice Prune 100% Unswt Btl	12	oz	46	\$49.98
Juice Prune Shelf Stable	96	oz	4	\$46.02
Juice Veg Low Sodium Pet	6	oz	46	\$24.17
Ketchup Cup Dip & Squeeze	500	gm	27	\$43.98
Ketchup Fcy	6	can	10	\$18.48
Ketchup Packet Fcy Foil	1000	gm	9	\$22.88
Ketchup Packet Poly	1000	gm	7	\$17.88
Ketchup Pkt (Sys/Hnz)	1000	gm	9	\$19.08
Ketchup Squeeze Btl	16	oz	24	\$21.48
Mayonnaise Heavy Duty	4	gal	1	\$31.98
Mayonnaise Heavy Duty Liberty	4	gal	1	\$33.98
Mayonnaise Packet Foil	500	gm	12	\$20.88
Mayonnaise Real 1756	4	gal	1	\$32.88
Mayonnaise Squeeze Btl Usa	12	oz	20	\$37.98
Mix Brownie Fudge	1	lb	50	\$36.88
Mix Cake Cinn Streusel Complt	6	lb	4.66	\$30.98
Mix Cake Yel Supermoist	6	lb	5	\$56.08
Mix Cake Yellow Complt	6	lb	5	\$20.98
Mix Cake Yellow Complt	6	lb	5	\$20.48
Mix Muffin Basic Complt	6	lb	5	\$22.68
Mix Muffin Basic Deluxe	1	lb	50	\$26.04

Mix Muffin Honey Bran Complt	6	lb	5	\$24.08
Mix Pancake Btrm Hmsty Complt	6	lb	5	\$16.08
Mix Pancake Btrmlk Complt	6	lb	5	\$16.58
Mousse Mix Chocolate Milk	10	oz	8.75	\$65.67
Mustard Yellow Packets	1000	gm	5.5	\$14.38
Mustard Yellow Prpd Salad	4	gal	1	\$12.04
Oil Canola Sal	4	gal	1	\$30.98
Oil Soybean Vegetable Pure	1	lb	35	\$36.08
Orange Mandrn Whl Sec Lght Syr	6	can	10	\$26.88
Pasta Macaroni Elbow	2	lb	10	\$8.88
Pasta Macaroni Elbow Ita	2	lb	10	\$8.88
Pasta Penne Rigate	2	lb	10	\$9.68
Pasta Rotini Plain Ita	2	lb	10	\$9.88
Pasta Rotini/Spiral Garden	2	lb	10	\$8.88
Pasta Spaghetti 10 In	2	lb	10	\$8.78
Pasta Spaghetti 10in Ita	2	lb	10	\$11.88
Pea Green Sweet Mix Sv Xstd	6	can	10	\$25.55
Peach Diced In Pear Juice	6	can	10	\$32.98
Peach Sli Y/C Pear Juce Domstc	6	can	10	\$40.98
Peach Yc Sli Ch In Jce	6	can	10	\$28.98
Peach Yc Sli Ch Ls	6	can	10	\$29.88
Peanut Butter Creamy	6	lb	5	\$38.98
Peanut Butter Cup	200	oz	0.75	\$20.68
Pear Diced In Juice	6	can	10	\$28.08
Pear Diced Irreg. L.S	6	can	10	\$26.89
Pickle Sli Dill Ham Kk 3/16 Pr	4	gal	1	\$23.41
Pickle Spr Kosher 275-325	1	gal	5	\$27.04
Pineapple Chunk Jce	6	can	10	\$29.88
Pineapple Tidbit Jce	6	can	10	\$31.98
Potato Diced Wht	6	can	10	\$22.55
Powder Baking Double Acting	6	lb	5	\$47.45
Pretzel Tiny Twist Bulk	6	oz	16	\$11.10
Pretzel Twist Heartzels	104	oz	0.7	\$31.88
Pudding Banana Ztf	6	can	10	\$27.98
Pudding Butterscotch Ztf	6	can	10	\$27.98
Pudding Chocolate Ztf	6	can	10	\$28.68
Pudding Lemon Ztf	6	can	10	\$27.98
Pudding Mix Choc Rcal	12	oz	5	\$29.29
Pudding Mix Van Inst Red Cal	12	oz	5	\$30.08
Pudding Vanilla	6	can	10	\$27.08
Pumpkin Solid Fancy	6	can	10	\$45.08
REGULAR 128/2.5 OZ	128	oz	2.5	\$131.98
REGULAR 24/14 OZ	24	oz	14	\$89.56

REGULAR COFFEE 128/2.5 OZ	128	oz	2.5	\$131.98
REGULAR COFFEE 24/14 OZ	24	oz	14	\$89.98
Relish Swt Grn Fcy Pr	4	gal	1	\$25.08
Rice Parboiled Perfect	1	lb	50	\$21.08
Salad Bean Four Fcy	6	can	10	\$33.98
Salad Fruit Tropical	6	can	10	\$34.58
Salad Fruit Tropical Pouch Pak	6	oz	81	\$38.08
Salad Three Bean Fcy	6	can	10	\$30.88
Salsa Dipping Cup	60	oz	2	\$22.08
Sauce Cranberry Jellied	6	can	10	\$37.48
Sauce Marinara Premium Ca	6	can	10	\$18.68
Sauce Soy	4	gal	1	\$16.88
Sauce Spaghetti Premium Mw	6	can	10	\$18.88
Sauce Spaghetti Plain Mw	6	can	10	\$18.48
Sauce Taco Pkt Mild	200	gm	9	\$8.08
Sauce Tartar Pkt Poly	500	gm	12	\$15.08
Sauce Tartar Special Recipe	4	gal	1	\$36.98
Sauce Tomato Fancy Ca	6	can	10	\$17.88
Sauce Tomato Mw Med	6	can	10	\$18.88
Sauce Worcestershire	4	gal	1	\$15.88
Shell Taco Wht Reg 5 In	8	ct	25	\$14.88
Shortening All Purp Cube Veg	1	lb	50	\$41.08
Snack Bar Granola Varty 3 Flvr	1	ct	70	\$72.53
Soda Cola Diet Pet Rtd	8	ltr	2	\$11.98
Soda Ginger Ale	8	ltr	2	\$12.88
Soda Ginger Ale Diet	8	ltr	2	\$10.98
Soda Ginger Ale Reg	48	oz	8	\$13.08
Soup Base Beef Lo-Sodium Gf	6	lb	1	\$34.68
Soup Chicken Noodle	12	oz	50	\$36.08
Soup Chicken Noodle Ezo	24	oz	7.25	\$20.67
Soup Chowder Clam New Eng Nmsg	12	oz	51	\$58.88
Soup Cream Of Mushroom	12	oz	50	\$37.98
Soup Tomato	12	oz	50	\$31.98
Soup Tomato Ind Ezo	24	oz	7.25	\$20.47
Stuffing Mix Herb W/Seas 9.5oz	6	lb	3.4375	\$68.58
Sugar Brown Light Cane	1	lb	50	\$30.37
Sugar Brown Light Cane	1	lb	25	\$18.51
Sugar Brown Light Cane	12	lb	2	\$29.29
Sugar Confectioner 10x Cane	12	lb	2	\$29.67
Sugar Confectioner 6x Cane	1	lb	50	\$28.08
Sugar Granulated Xfine Cane	1	lb	50	\$26.88
Sugar Packet	2000	oz	0.1	\$9.88
Sugar Sub Packet Blue	2000	gm	1	\$22.53

Sugar Sub Packet Yellow	2000	gm	1	\$22.08
Sunflower Seed Sunbutter	6	lb	5	\$20.98
Supplement Ice Cream Milk Choc	48	oz	4	\$27.72
Supplement Ice Cream Van Nutri	50	oz	6	\$17.48
Supplement Shake Choc	75	oz	4	\$29.49
Supplement Shake Choc Mty Shk	75	oz	4	\$29.49
Supplement Shake Stwbry Mtyshk	75	oz	4	\$33.31
Supplement Shake Van	75	oz	4	\$29.49
Supplement Shake Van Mty Nsa	50	oz	4	\$33.22
Supplement Shake Van Mty Plus	50	oz	4	\$23.49
Supplement Shake Van Mty Shake	50	oz	6	\$40.86
Supplement Vanilla Magic Cup	48	oz	4	\$37.88
Syrup Chocolate Squeeze Bottle	24	oz	24	\$58.71
Syrup Pancake & Waffle Cup	200	oz	1.5	\$16.08
Syrup Pancake & Wffl Sug Free	12	oz	24	\$27.36
Tea Hot Bag Blk Env Decaf	5	ct	100	\$22.53
Thickener Food	1	lb	25	\$60.98
Thickener Food	1	lb	25	\$60.98
Thickener Food Ins Thck&Ez Nec	100	gr	4.5	\$15.58
Tomato Crushed All Purp Fcy Ca	6	can	10	\$15.98
Tomato Diced In Ice No Salt Ca	6	can	10	\$18.08
Tomato Diced In Juice Mw	6	can	10	\$18.48
Tomato Stewed Mw	6	can	10	\$22.08
Topping Whpd In Bag	12	oz	16	\$37.33
Topping Whpd Rdy To Whp Purpak	12	oz	32	\$52.92
Tortilla Corn Wht Tbl Soft 6	6	ct	60	\$32.40
Tortilla Corn Yel 6	1	ct	720	\$26.79
Tortilla Flour Pressed 6 In	12	ct	24	\$20.67
Tuna Light Skipjack Chunk Wtr	6	oz	66.5	\$37.98
Tuna White Albacore Solid Wtr	6	oz	66.5	\$111.98
Vegetable For Stew Fcy	6	can	10	\$26.98
Vegetable Mixed Fcy	6	can	10	\$24.98
Water Lemon Nectar Thick L2	48	oz	4	\$15.67
Yam Cut Fcy	6	can	10	\$27.88
Yeast Instant Dry	20	lb	1	\$51.94
Yeast Instant Vac Pack	20	lb	1	\$66.61

DIVISION OF PROCUREMENT SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY

Gary

Description: Food Service (Non-Perishable, Dry, Frozen, Meat, Eggs & Other)
Bid 2447-21

State Contract

Bid Closing 5/7/2021 @ 10:00 AM

Agent Name: Loretta Razin

Canned & Dry				Sysco of Northern New England	
Item Name	Item #	UoM	Est Qty	Entered Bid	Extended Bid
Juice Base Apple Blend 100%	C&D - 1	33.80Z	1827	\$49.02	\$89,559.54
Bean Baked New Eng Style Fcy	C&D - 2	#10	1789	\$26.35	\$47,140.15
Sugar Granulated Xfine Cane	C&D - 3	50 LB	938	\$34.63	\$32,482.94
Flour Bread Unblch	C&D - 4	50 LB	1632	\$19.42	\$31,693.44
Pasta Spaghetti 10 In	C&D - 6	10 LB	940	\$21.80	\$20,492.00
Rice Parboiled Perfect	C&D - 7	50 LB	1009	\$27.98	\$28,231.82
Bean Kidney Dark Red	C&D - 8	#10	741	\$24.06	\$17,828.46
Juice Orange	C&D - 9	5.5 OZ	702	\$20.69	\$14,524.38
Chip Potato Regular Indiv	C&D - 10	.5 OZ	839	\$18.66	\$15,655.74
Sugar Confectioner 6x Cane	C&D - 11	50 LB	396	\$40.24	\$15,935.04
Applesauce Fancy Sweetened	C&D - 12	#10	395	\$31.12	\$12,292.40
Mayonnaise Heavy Duty	C&D - 13	1 GAL	539	\$29.38	\$15,835.82
Sugar Brown Light Cane	C&D - 14	50 LB	340	\$40.74	\$13,851.60
Tuna White Albacore Solid Wtr	C&D - 15	66.5OZ	137	\$109.94	\$15,061.78
Jelly Asst #30 160g160mf80a	C&D - 16	.5 OZ	683	\$21.17	\$14,459.11
Juice Orange 100%	C&D - 17	60 OZ	402	\$25.61	\$10,295.22
Applesauce Fancy Unsweetened	C&D - 18	#10	312	\$30.39	\$9,481.68
Pasta Macaroni Elbow Ita	C&D - 19	10 LB	532	\$19.75	\$10,507.00
Yeast Instant Dry	C&D - 20	1 LB	153	\$52.04	\$7,962.12
Soda Ginger Ale Diet	C&D - 21	1 LTR	746	\$8.52	\$6,355.92
Supplement Ice Cream Van Nutri	C&D - 22	6 OZ	291	\$27.85	\$8,104.35
Fruit Cocktail Ch In Pear Jc	C&D - 23	#10	204	\$47.18	\$9,624.72
Bean Garbanzo Fcy No Sulfite	C&D - 24	#10	307	\$24.44	\$7,503.08
Flour All Purp H&R Bl En Mt	C&D - 25	50 LB	623	\$16.79	\$10,460.17
Cereal Hot Oat Rolled Buckeye	C&D - 26	50 LB	348	\$23.67	\$8,237.16
Mayonnaise Packet Foil	C&D - 27	12.4G	253	\$29.28	\$7,407.84
Syrup Pancake & Waffle Cup	C&D - 28	1.5 OZ	407	\$24.76	\$10,077.32

C&D - 29	60OZ	271	\$27.26	\$7,387.46	\$24.98	\$6,769.58
C&D - 30	5.5 GM	473	\$17.34	\$8,201.82	\$14.38	\$6,801.74
C&D - 31	46 OZ	278	\$22.14	\$6,154.92	\$18.98	\$5,276.44
C&D - 32	46 OZ	353	\$22.25	\$7,854.25	\$19.08	\$6,735.24
C&D - 33	#10	323	\$23.04	\$7,441.92	\$22.08	\$7,131.84
C&D - 34	1 GAL	273	\$38.73	\$10,573.29	\$33.98	\$9,276.54
C&D - 35	9 GM	599	\$12.02	\$7,199.98	\$8.08	\$4,839.92
C&D - 36	46 OZ	257	\$27.95	\$7,183.15	\$27.94	\$7,180.58
C&D - 37	#10	248	\$33.27	\$8,250.96	\$27.38	\$6,790.24
C&D - 38	12 GM	388	\$25.07	\$9,727.16	\$15.08	\$5,851.04
C&D - 39	#10	205	\$28.36	\$5,813.80	\$27.80	\$5,699.00
C&D - 40	#10	226	\$29.91	\$6,759.66	\$26.98	\$6,097.48
C&D - 41	9 GM	282	\$19.73	\$5,563.86	\$18.78	\$5,295.96
C&D - 42	#10	217	\$29.86	\$6,479.62	\$22.55	\$4,893.35
C&D - 43	2 OZ	217	\$23.92	\$5,190.64	\$22.08	\$4,791.36
C&D - 44	50 LB	355	\$18.29	\$6,492.95	\$17.88	\$6,347.40
C&D - 45	1 LTR	486	\$9.52	\$4,626.72	\$12.00	\$5,832.00
C&D - 46	1.5OZ	265	\$20.89	\$5,535.85	\$22.56	\$5,978.40
C&D - 47	2 CT	349	\$18.82	\$6,568.18	\$15.98	\$5,577.02
C&D - 48	#10	224	\$26.78	\$5,998.72	\$20.98	\$4,699.52
C&D - 50	#10	217	\$28.87	\$6,264.79	\$24.98	\$5,420.66
C&D - 51	#10	266	\$43.40	\$11,544.40	\$26.88	\$7,150.08
C&D - 52	# 10	209	\$29.82	\$6,232.38	\$22.08	\$4,614.72
C&D - 53	50 LB	150	\$54.98	\$8,247.00	\$36.88	\$5,532.00
C&D - 54	#10	135	\$37.41	\$5,050.35	\$32.98	\$4,452.30
C&D - 55	35 LB	229	\$36.09	\$8,264.61	\$36.08	\$8,262.32
C&D - 56	#10	216	\$26.96	\$5,823.36	\$26.30	\$5,680.80
C&D - 57	4OZ	162	\$23.95	\$3,879.90	\$23.49	\$3,805.38
C&D - 58	#10	170	\$23.87	\$4,057.90	\$18.38	\$3,124.60
C&D - 59	#10	209	\$30.86	\$6,449.74	\$21.38	\$4,468.42
C&D - 60	.5 OZ	162	\$22.89	\$3,708.18	\$16.08	\$2,604.96
C&D - 61	6 OZ	153	\$27.85	\$4,261.05	\$27.72	\$4,241.16
C&D - 62	5 LB	109	\$49.14	\$5,356.26	\$38.98	\$4,248.82
C&D - 63	1 OZ	148	\$34.46	\$5,100.08	\$18.88	\$2,794.24
C&D - 64	#10	60	\$86.09	\$5,165.40	\$69.88	\$4,192.80
C&D - 65	4 OZ	91	\$39.75	\$3,617.25	\$46.02	\$4,187.78

Cereal Hot Oat Quick	C&D - 66	50 LB	187		\$27.16	\$5,078.92
Sauce Cranberry Jellied	C&D - 67	#10	109		\$36.17	\$3,942.53
Bean Veg Navy In Tom Sauce	C&D - 68	#10	156		\$23.31	\$3,636.36
Juice Grape 100% Aseptic	C&D - 69	46OZ	138		\$35.34	\$4,876.92
Bean Wax Cut Fancy	C&D - 70	#10	162		\$32.68	\$5,294.16
Thickener Food	C&D - 71	25LB	51		\$63.62	\$3,244.62
Pasta Rotini Plain Ita	C&D - 72	10 LB	191		\$20.24	\$3,865.84
Base Chicken No Msg Ztf 6/1 Lb	C&D - 73	1 LB	86		\$41.58	\$3,575.88
Coffee Liq Conc Italian	C&D - 74	.5 GAL	29		\$132.49	\$3,842.21
Chocolate Chip Imitation	C&D - 75	25#	107		\$45.53	\$4,871.71
Cracker Goldfish Cheese Baked	C&D - 76	31 OZ	86		\$40.38	\$3,472.68
Peach Sli Y/C Pear Juce Domstc	C&D - 77	#10	101		\$42.30	\$4,272.30
Supplement Shake Van Mty Shake	C&D - 78	6OZ	125		\$18.57	\$2,321.25
Water Lemon Nectar Thick L2	C&D - 79	4OZ	190		\$15.87	\$3,015.30
Soup Tomato	C&D - 80	50 OZ	141		\$35.63	\$5,023.83
Pudding Butterscotch Ztf	C&D - 81	#10	152		\$28.52	\$4,335.04
Sugar Packet	C&D - 82	1/100OZ	397		\$12.04	\$4,779.88
Soda Cola Diet Pet Rtd	C&D - 83	1 LTR	255		\$9.56	\$2,437.80
Dressing Italian Packet Poly	C&D - 84	12 GM	189		\$22.99	\$4,345.11
Pineapple Chunk Jce	C&D - 85	#10	84		\$47.40	\$3,981.60
Base Chicken Low Sodium No Msg	C&D - 86	1 LB	68		\$50.80	\$3,454.40
Sunflower Seed Sunbutter	C&D - 87	5 LB	49		\$72.90	\$3,572.10
Snack Bar Granola Varty 3 Flvr	C&D - 88	70 CT	86		\$52.48	\$4,513.28
Pasta Macaroni Elbow	C&D - 89	10 LB	154		\$19.75	\$3,041.50
Tuna Light Skipjack Chunk Wtr	C&D - 90	66.5OZ	62		\$57.55	\$3,568.10
Mix Cake Yel Supermoist	C&D - 91	4.5 LB	60		\$54.28	\$3,256.80
Juice Apple 100% Unswt Can	C&D - 92	5.5 OZ	203		\$18.67	\$3,790.01
Flour Bread	C&D - 93	50 LB	178		\$19.42	\$3,456.76
Juice Prune 100% Unswt Btl	C&D - 94	46 OZ	83		\$41.58	\$3,451.14
Cereal Granola Oatsn Hny Blkpk	C&D - 95	50 OZ	71		\$39.35	\$2,793.85
Soup Chicken Noodle	C&D - 96	50 OZ	82		\$42.26	\$3,465.32
Tomato Diced In Juice Mw	C&D - 97	#10	125		\$21.29	\$2,661.25
Cracker Saltine	C&D - 98	2 CT	312		\$13.43	\$4,190.16
Juice Cmbry Cktail Nec Thk L2	C&D - 99	4OZ	144		\$17.58	\$2,531.52
Peanut Butter Cup	C&D - 100	.75 OZ	73		\$32.04	\$2,338.92
Sugar Brown Light Cane	C&D - 101	25 LB	156		\$23.38	\$3,647.28

C&D - 102	1 LB	68	\$50.80	\$3,454.40	\$34.68	\$2,358.24
C&D - 103	#10	123	\$24.80	\$3,050.40	\$18.48	\$2,273.04
C&D - 104	1 GM	176	\$21.88	\$3,850.88	\$22.53	\$3,965.18
C&D - 105	1 OZ	91	\$34.13	\$3,105.83	\$24.98	\$2,273.18
C&D - 106	5.5 OZ	142	\$19.28	\$2,737.76	\$22.53	\$3,199.18
C&D - 107	50 CT	57	\$44.28	\$2,523.96	\$34.08	\$1,942.56
C&D - 108	24 CT	67	\$30.00	\$2,010.00	\$39.10	\$2,619.57
C&D - 109	1 GAL	155	\$22.79	\$3,532.45	\$12.04	\$1,866.20
C&D - 110	12 GM	156	\$22.19	\$3,461.64	\$14.55	\$2,269.80
C&D - 111	#10	94	\$25.85	\$2,429.90	\$26.89	\$2,527.86
C&D - 112	4OZ	87	\$29.58	\$2,573.46	\$33.31	\$2,898.29
C&D - 113	#10	117	\$28.81	\$3,370.77	\$15.98	\$1,869.66
C&D - 114	46 OZ	136	\$18.32	\$2,491.52	\$24.17	\$3,286.67
C&D - 115	4 OZ	110	\$20.26	\$2,228.60	\$20.18	\$2,219.41
C&D - 116	#10	67	\$26.35	\$1,765.45	\$35.37	\$2,369.96
C&D - 117	5 LB	40	\$42.06	\$1,682.40	\$22.68	\$907.20
C&D - 118	4OZ	106	\$21.69	\$2,299.14	\$20.67	\$2,190.67
C&D - 119	9 GM	68	\$19.56	\$1,330.08	\$19.08	\$1,297.44
C&D - 120	3/8 OZ	146	\$14.73	\$2,150.58	\$10.08	\$1,471.68
C&D - 121	2 GAL	51	\$41.56	\$2,119.56	\$38.08	\$1,942.08
C&D - 122	12 OZ	136	\$17.12	\$2,328.32	\$27.36	\$3,720.96
C&D - 123	.7 OZ	62	\$34.46	\$2,136.52	\$31.88	\$1,976.56
C&D - 124	4.5GR	111	\$17.40	\$1,931.40	\$15.58	\$1,729.38
C&D - 125	2 LB	78	\$24.74	\$1,929.72	\$29.29	\$2,284.94
C&D - 126	1.37OZ	95	\$23.95	\$2,275.25	\$22.48	\$2,135.60
C&D - 127	50 OZ	66	\$46.58	\$3,074.28	\$37.98	\$2,506.68
C&D - 128	#10	71	\$46.36	\$3,291.56	\$28.08	\$1,993.68
C&D - 129	44 OZ	56	\$39.35	\$2,203.60	\$40.86	\$2,288.31
C&D - 130	#10	67	\$33.78	\$2,263.26	\$30.88	\$2,068.96
C&D - 131	27 GM	58	\$66.78	\$3,873.24	\$43.98	\$2,550.84
C&D - 132	13.3OZ	204	\$11.67	\$2,380.68	\$23.98	\$4,891.92
C&D - 133	25 LB	31	\$68.57	\$2,125.67	\$63.54	\$1,969.74
C&D - 134	25 LB	31	\$63.62	\$1,972.22	\$60.98	\$1,890.38
C&D - 135	2GAL	44	\$41.55	\$1,828.20	\$38.58	\$1,697.52
C&D - 136	1.375Z	64	\$30.67	\$1,962.88	\$32.24	\$2,063.06
C&D - 137	#10	94	\$22.28	\$2,094.32	\$18.88	\$1,774.72

Dressing Ranch	C&D - 138	1 GAL	68	\$36.42	\$2,476.56
Ketchup Fcy	C&D - 139	# 10	101	\$25.23	\$2,548.23
Drink Mix Raspberry Ice	C&D - 140	2 GAL	45	\$41.56	\$1,870.20
Topping Whpd Rdy To Whp Purpak	C&D - 141	32 OZ	41	\$36.54	\$1,498.14
Pumpkin Solid Fancy	C&D - 142	#10	50	\$44.72	\$2,236.00
Pasta Spaghetti 10in Ita	C&D - 143	10 LB	83	\$18.94	\$1,572.02
Base Beef No Msg 6/1 Lb	C&D - 144	1 LB	39	\$31.79	\$1,239.81
Cookie Lorna Doone	C&D - 145	1 OZ	58	\$34.70	\$2,012.60
Soup Chicken Noodle Ezo	C&D - 146	7.25OZ	88	\$18.43	\$1,621.84
Soda Ginger Ale Reg	C&D - 147	8 OZ	130	\$14.36	\$1,866.80
Sauce Soy	C&D - 148	1 GAL	53	\$40.12	\$2,126.36
Tortilla Flour Pressed 6 In	C&D - 149	24 CT	317	\$19.98	\$6,333.66
Supplement Shake Choc	C&D - 150	4OZ	71	\$20.54	\$1,458.34
Mayonnaise Squeeze Btl Usa	C&D - 151	20 OZ	32	\$53.78	\$1,720.96
Relish Swt Grn Fcy Pr	C&D - 152	1 GAL	75	\$28.12	\$2,109.00
Cereal Cheerio Gltm Fr Blkpk	C&D - 153	29 OZ	80	\$23.99	\$1,919.20
Soup Tomato Ind Ezo	C&D - 154	7.25OZ	87	\$18.71	\$1,627.77
Tea Hot Bag Blk Env Decaf	C&D - 155	100 CT	61	\$19.40	\$1,183.40
Sauce Marinara Premium Ca	C&D - 156	#10	49	\$36.66	\$1,796.34
Fruit Mix Tropical In Jce	C&D - 158	#10	55	\$30.65	\$1,685.75
Topping Whpd In Bag	C&D - 159	16 OZ	48	\$34.66	\$1,663.68
Cracker Ritz	C&D - 160	3.8 OZ	74	\$21.63	\$1,600.62
Sugar Confectioner 10x Cane	C&D - 161	2 LB	72	\$24.75	\$1,782.00
Mix Cake Cinn Streusel Complt	C&D - 162	4.66LB	31	\$54.10	\$1,677.10
Pretzel Tiny Twist Bulk	C&D - 163	16 OZ	155	\$10.03	\$1,554.65
Stuffing Mix Herb W/Seas 9.5oz	C&D - 164	3.56LB	38	\$48.67	\$1,849.46
Mix Pancake Btrm Hmsty Complt	C&D - 165	5 LB	82	\$22.97	\$1,883.54
Cookie Fig Newton Cake	C&D - 166	2 PK	35	\$49.44	\$1,730.40
Shortening All Purp Cube Veg	C&D - 167	50 LB	40	\$58.41	\$2,336.40
Sauce Spaghetti Premium Mw	C&D - 168	# 10	56	\$26.64	\$1,491.84
Supplement Shake Van	C&D - 169	4OZ	65	\$20.36	\$1,323.40
Mousse Mix Chocolate Milk	C&D - 170	8.75OZ	25	\$60.18	\$1,504.50
Juice Cmbry 27% Ccktl Aseptic	C&D - 171	46 OZ	90	\$20.48	\$1,843.20
Mix Muffin Basic Deluxe	C&D - 172	50 LB	27	\$56.90	\$1,536.30
Peach Yc Sli Ch In Jce	C&D - 173	#10	46	\$31.72	\$1,459.12
Corn Starch	C&D - 174	25 LB	60	\$16.02	\$961.20

C&D - 175	#10	55	\$33.87	\$1,862.85	\$22.88	\$1,258.40
C&D - 176	24OZ	65	\$22.44	\$1,458.60	\$21.48	\$1,396.20
C&D - 177	1.375Z	49	\$30.67	\$1,502.83	\$31.45	\$1,541.10
C&D - 178	5 LB	30	\$39.25	\$1,177.50	\$47.45	\$1,423.53
C&D - 179	5 OZ.	73	\$18.73	\$1,367.29	\$30.08	\$2,195.73
C&D - 180	27 OZ	47	\$24.67	\$1,159.49	\$21.98	\$1,033.06
C&D - 181	.625OZ	77	\$23.21	\$1,787.17	\$23.51	\$1,810.25
C&D - 182	64 OZ	28	\$30.06	\$841.68	\$34.00	\$952.00
C&D - 183	5LB	48	\$22.97	\$1,102.56	\$16.58	\$795.84
C&D - 184	1 OZ	46	\$34.46	\$1,585.16	\$30.08	\$1,383.68
C&D - 185	1 GAL	43	\$38.92	\$1,673.56	\$36.98	\$1,590.14
C&D - 186	51 OZ	23	\$61.91	\$1,423.93	\$58.88	\$1,354.24
C&D - 187	#10	17	\$61.50	\$1,045.50	\$54.05	\$918.85
C&D - 188	5 LB	43	\$31.13	\$1,338.59	\$33.41	\$1,436.71
C&D - 189	#10	40	\$32.69	\$1,307.60	\$29.88	\$1,195.20
C&D - 190	45 OZ	45	\$31.40	\$1,413.00	\$22.88	\$1,029.60
C&D - 191	#10	41	\$31.85	\$1,305.85	\$18.08	\$741.28
C&D - 192	#10	37	\$34.76	\$1,286.12	\$25.55	\$945.35
C&D - 193	2 LB	49	\$26.08	\$1,277.92	\$17.48	\$856.52
C&D - 194	3/4 OZ	31	\$34.13	\$1,058.03	\$22.08	\$684.48
C&D - 195	10 LB	63	\$20.54	\$1,294.02	\$9.68	\$609.84
C&D - 196	20 OZ	66	\$21.17	\$1,397.22	\$25.96	\$1,713.41
C&D - 197	24 OZ	25	\$51.10	\$1,277.50	\$58.71	\$1,467.65
C&D - 198	1 GAL	34	\$44.47	\$1,511.98	\$26.08	\$886.72
C&D - 199	1 OZ	55	\$20.21	\$1,111.55	\$23.41	\$1,287.65
C&D - 200	1 OZ	49	\$15.15	\$742.35	\$22.98	\$1,126.02
C&D - 201	#10	50	\$22.09	\$1,104.50	\$19.88	\$994.00
C&D - 202	56 OZ	23	\$51.54	\$1,185.42	\$23.88	\$549.24
C&D - 203	#10	51	\$27.92	\$1,423.92	\$17.88	\$911.88
C&D - 204	#10	36	\$34.21	\$1,231.56	\$33.98	\$1,223.28
C&D - 205	5 GAL	30	\$43.65	\$1,309.50	\$27.04	\$811.20
C&D - 206	10 LB	67	\$27.96	\$1,873.32	\$8.88	\$594.96
C&D - 207	1 GAL	38	\$22.04	\$837.52	\$15.88	\$603.44
C&D - 208	1 GM	71	\$24.68	\$1,752.28	\$22.08	\$1,567.68
C&D - 209	26 OZ	73	\$17.76	\$1,296.48	\$22.58	\$1,648.34
C&D - 210	5 LB	57	\$21.80	\$1,242.60	\$20.98	\$1,195.86

Pickle Sli Dill Ham Kk 3/16 Pr	C&D - 211	1 GAL	42	\$23.38	\$981.96
Beet Diced Fcy	C&D - 212	#10	32	\$28.49	\$911.68
Drink Mix Strawberry Kiwi	C&D - 213	2 GAL	25	\$41.56	\$1,039.00
Supplement Shake Van Mty Nsa	C&D - 214	4OZ	32	\$23.95	\$766.40
Ketchup Packet Poly	C&D - 215	7 GM	50	\$19.56	\$978.00
Shell Taco Wht Reg 5 In	C&D - 216	25 CT	77	\$16.91	\$1,302.07
Supplement Vanilla Magic Cup	C&D - 217	4OZ	29	\$40.45	\$1,173.05
Yeast Instant Vac Pack	C&D - 218	1 LB	20	\$51.17	\$1,023.40
Dressing French Pckt Lc Rd Sod	C&D - 219	12 GR	33	\$17.96	\$592.68
Tortilla Corn Wht Tbl Soft 6	C&D - 220	90 CT	51	\$20.16	\$1,028.16
Breakfast Bar Apple Oatmeal	C&D - 221	1.2 OZ	20	\$52.90	\$1,058.00
Dressing Italian Creamy	C&D - 222	1 GAL	46	\$29.43	\$1,353.78
Yam Cut Fcy	C&D - 223	#10	37	\$34.50	\$1,276.50
Beet Pkld Sli Med Fcy	C&D - 224	#10	36	\$35.14	\$1,265.04
Pudding Lemon Ztf	C&D - 225	#10	44	\$28.52	\$1,254.88
Pudding Banana Ztf	C&D - 226	#10	44	\$28.52	\$1,254.88
Flour Bread 4x Patent	C&D - 227	50 LB	60	\$17.14	\$1,028.40
Mix Cake Yellow Complt	C&D - 228	5LB	17	\$21.80	\$370.60
Chip Potato Ripple	C&D - 229	1 LB	46	\$22.55	\$1,037.30
Pudding Mix Choc Real	C&D - 230	5 OZ.	52	\$20.27	\$1,054.04
Bean Baked Vegetarian	C&D - 231	#10	27	\$34.67	\$936.09
Tortilla Corn Yel 6	C&D - 232	160 CT	51	\$19.19	\$978.69
Pineapple Tidbit Jce	C&D - 233	#10	36	\$29.57	\$1,064.52
Supplement Shake Choc Mty Shk	C&D - 234	4OZ	34	\$29.58	\$1,005.72
Mayonnaise Real 1756	C&D - 235	1 GAL	31	\$46.40	\$1,438.40
Salad Fruit Tropical	C&D - 236	#10	18	\$40.71	\$732.78
Cracker Cheese Pnut Btr 1.38oz	C&D - 237	8 CT	45	\$24.10	\$1,084.50
Mix Muffin Honey Bran Complt	C&D - 238	5 LB	17	\$58.69	\$997.73
Juice Pnapl 100%	C&D - 239	46 OZ	38	\$28.11	\$1,068.18
Chip Tortilla Yel Rnd Prfrd	C&D - 241	2 LB	45	\$26.08	\$1,173.60
Flour Pastry Unblich Gldn Shld	C&D - 243	50 LB	79	\$15.96	\$1,260.84
Salad Fruit Tropical Pouch Pak	C&D - 244	81 OZ	26	\$40.71	\$1,058.46
Oil Canola Sal	C&D - 245	1 GAL	40	\$32.30	\$1,292.00
Cost Plus from supplier invoices for all unidentified items.	C&D - 251	EA	0	7.00%	

Meat, Poultry Seafood			Sysco of Northern New England Ace Endico				
Item Name	Item #	UoM	Ext Qty	Entered Bi	Extended Bid	Entered Bi	Extended Bid
Egg Shell	MPSF - 1	15 DZ	1532	\$13.41	\$20,544.12	\$14.78	\$22,649.57
EGG SHE	MPSF - 2	15 DZ	1079	\$13.41	\$14,469.39	\$14.78	\$15,952.27
EGG SHE	MPSF - 3	15 DZ	1140	\$12.94	\$14,751.60	\$14.26	\$16,261.76
Egg Shell	MPSF - 4	30 DZ	237	\$25.81	\$6,116.97	\$28.41	\$6,733.59
Egg Whl L	MPSF - 5	2 LB	228	\$47.74	\$10,884.72	\$34.08	\$7,770.24
Egg Shell	MPSF - 6	15 DZ	282	\$46.16	\$13,017.12	\$48.02	\$13,541.53
Egg Whl L	MPSF - 7	20 LB	273	\$51.29	\$14,002.17	\$44.98	\$12,279.54
EGG WHL	MPSF - 8	2 LB	221	\$47.74	\$10,550.54	\$34.08	\$7,531.68
EGG WHL	MPSF - 9	20 LB	275	\$51.29	\$14,104.75	\$44.98	\$12,369.50
Egg Shell	MPSF - 10	15 DZ	536	\$12.94	\$6,935.84	\$14.26	\$7,645.88
EGG WHL	MPSF - 11	2 LB	162	\$39.30	\$6,366.60	\$34.08	\$5,520.96
Egg Whl L	MPSF - 12	2 LB	162	\$39.30	\$6,366.60	\$34.08	\$5,520.96
Chicken B	MPSF - 13	8.89OZ	127	\$58.46	\$7,424.42	\$79.78	\$10,132.61
Egg Shell	MPSF - 14	15 DZ	196	\$34.82	\$6,824.72	\$38.12	\$7,471.06
Haddock B	MPSF - 15	10 LB	111	\$49.71	\$5,517.81	\$51.84	\$5,754.59
EGG SHE	MPSF - 16	15 DZ	143	\$46.16	\$6,600.88	\$38.12	\$5,450.82
Egg Whl L	MPSF - 17	20 LB	83	\$51.29	\$4,257.07	\$44.98	\$3,733.34
Cod Atl Lo	MPSF - 18	10 LB	86	\$53.33	\$4,586.38	\$49.53	\$4,259.58
EGG WHL	MPSF - 19	20 LB	83	\$51.29	\$4,257.07	\$44.98	\$3,733.34
Haddock F	MPSF - 20	10 LB	63	\$43.25	\$2,724.75	\$78.41	\$4,939.94
Turkey Brs	MPSF - 21	8-10 AVG	50	\$3.41	\$170.50	\$42.88	\$2,144.00
Chicken L	MPSF - 22	8.7 OZ	54	\$42.27	\$2,282.58	\$30.88	\$1,667.52
EGG SHE	MPSF - 23	30 DZ	138	\$25.81	\$3,561.78	\$29.29	\$4,042.59
Crab Cake	MPSF - 24	9 LB	45	\$60.86	\$2,738.70	\$41.72	\$1,877.40
Pollock Fil	MPSF - 25	10 LB	66	\$45.24	\$2,985.84	\$45.18	\$2,981.65
Salmon Pc	MPSF - 26	10 LB	34	\$72.90	\$2,478.60	\$53.98	\$1,835.32
Pollock Fil	MPSF - 27	10 LB	119	\$21.66	\$2,577.54	\$29.29	\$3,486.00
Egg Hardb	MPSF - 28	10 LB	125	\$22.08	\$2,760.00	\$21.79	\$2,723.75
EGG SHE	MPSF - 29	15 DZ	196	\$34.82	\$6,824.72	\$26.55	\$5,203.61
Chicken T	MPSF - 30	5 LB	89	\$27.97	\$2,489.33	\$22.98	\$2,045.22
Cod Filet B	MPSF - 31	10 LB	40	\$59.48	\$2,379.20	\$48.98	\$1,959.20
EGG WHL	MPSF - 32	15 DZ	52	\$40.67	\$2,114.84	\$45.96	\$2,389.96
Egg Liquid	MPSF - 33	2 LB	38	\$58.23	\$2,212.74	\$57.82	\$2,197.29
Beef Brisk	MPSF - 34	11#AVG	30	\$5.77	\$173.10	\$61.08	\$1,832.40
Beef Roas	MPSF - 35	2 LB	24	\$80.57	\$1,933.68	\$96.06	\$2,305.41
EGG HAR	MPSF - 36	10 LB	91	\$22.08	\$2,009.28	\$21.79	\$1,982.89
Turkey Gr	MPSF - 37	5 LB	100	\$16.18	\$1,618.00	\$34.39	\$3,439.22
Egg Liquid	MPSF - 38	20 LB	19	\$99.89	\$1,897.91	\$44.98	\$854.62
OMELET B	MPSF - 39	3.5 OZ	35	\$43.05	\$1,506.75	\$37.88	\$1,325.80
Chicken B	MPSF - 40	5 LB	60	\$71.13	\$4,267.80	\$41.68	\$2,500.80
Egg White	MPSF - 41	2 LB	33	\$38.35	\$1,265.55	\$29.88	\$986.04
EGG LIQ	MPSF - 42	2 LB	27	\$58.23	\$1,572.21	\$57.82	\$1,561.24
Chicken B	MPSF - 43	3.7 OZ	44	\$33.37	\$1,468.28	\$47.09	\$2,071.88
Egg Whl L	MPSF - 44	20 LB	49	\$51.29	\$2,513.21	\$20.08	\$983.92
Crab Cake	MPSF - 45	10 LB	38	\$32.20	\$1,223.60	\$41.16	\$1,563.96

Cod Nug B	MPSF - 46	10 LB	24	\$55.02	\$1,320.48	\$21.98	\$527.52
Clam Strip	MPSF - 47	6 LB	54	\$18.62	\$1,005.48	\$24.98	\$1,348.94
Chicken B	MPSF - 48	4 OZ	33	\$47.67	\$1,573.11	\$34.98	\$1,154.34
Crab Imit F	MPSF - 49	2.5 LB	64	\$20.43	\$1,307.52	\$18.04	\$1,154.56
EGG HAR	MPSF - 50	10 LB	76	\$22.08	\$1,678.08	\$21.79	\$1,656.04
Egg Whl S	MPSF - 51	15 DZ	29	\$46.16	\$1,338.64	\$48.02	\$1,392.57
Crab Rand	MPSF - 52	100 CT	29	\$33.12	\$960.48	\$59.69	\$1,730.90
EGG LIQU	MPSF - 53	2 LB	21	\$58.23	\$1,222.83	\$51.80	\$1,087.88
Chicken B	MPSF - 54	4 OZ	36	\$27.75	\$999.00	\$39.10	\$1,407.53
Egg Hardb	MPSF - 55	10 LB	56	\$22.08	\$1,236.48	\$21.79	\$1,220.24
Beef Faj S	MPSF - 56	5 LB	16	\$69.68	\$1,114.88	\$75.93	\$1,214.90
Chicken L	MPSF - 57	5 LB	24	\$127.05	\$3,049.20	\$66.98	\$1,607.52
EGG LIQU	MPSF - 58	20 LB	19	\$99.89	\$1,897.91	\$44.98	\$854.62
Chicken B	MPSF - 59	4 OZ	22	\$46.97	\$1,033.34	\$57.73	\$1,269.96
Turkey Ro	MPSF - 60	10 LB	16	\$2.75	\$44.00	\$47.88	\$766.08
Chicken D	MPSF - 61	10 LB	34	\$28.60	\$972.40	\$30.47	\$1,036.00
Pollock Br	MPSF - 62	10 LB	29	\$28.92	\$838.68	\$24.88	\$721.52
Shrimp Po	MPSF - 63	2.5 LB	18	\$48.88	\$879.84	\$43.75	\$787.50
Beef Stew	MPSF - 64	5#	15	\$80.11	\$1,201.65	\$39.88	\$598.20
Frank All-N	MPSF - 65	5 LB	23	\$40.86	\$939.78	\$29.88	\$687.24
Chicken T	MPSF - 66	5 LB	28	\$47.38	\$1,326.64	\$22.98	\$643.44
Sausage K	MPSF - 67	10 LB	25	\$36.14	\$903.50	\$37.66	\$941.42
Beef Tend	MPSF - 68	5#UP	2	\$18.46	\$36.92	\$476.40	\$952.80
EGG WHI	MPSF - 69	2 LB	34	\$38.35	\$1,303.90	\$29.88	\$1,015.92
EGG SHE	MPSF - 70	15 DZ	62	\$13.10	\$812.20	\$14.59	\$904.47
Cod Brd S	MPSF - 71	10 LB	18	\$40.80	\$734.40	\$23.08	\$415.44
Salmon At	MPSF - 72	13#AVG	8	\$7.47	\$59.76	\$67.47	\$539.76
Lobster Me	MPSF - 73	8 LB	1	\$787.80	\$787.80	\$70.08	\$70.08
Haddock F	MPSF - 74	10 LB	21	\$26.34	\$553.14	\$58.71	\$1,232.82
Crab Imit S	MPSF - 75	2.5 LB	20	\$38.89	\$777.80	\$42.89	\$857.84
Chicken P	MPSF - 76	3.9 OZ	9	\$71.13	\$640.17	\$64.00	\$576.00
Egg Liq N	MPSF - 77	2 LB	13	\$58.23	\$756.99	\$57.82	\$751.71
OMELET	MPSF - 78	3 OZ	17	\$38.53	\$655.01	\$44.10	\$749.67
Sole Elite	MPSF - 79	10 LB	9	\$70.44	\$633.96	\$70.57	\$635.12
Chicken B	MPSF - 80	5 LB	66	\$31.03	\$2,047.98	\$35.37	\$2,334.59
Salami Ge	MPSF - 81	2.5 LB	13	\$46.69	\$606.97	\$68.98	\$896.74
Haddock B	MPSF - 82	10 LB	11	\$49.35	\$542.85	\$48.90	\$537.92
Clam Meal	MPSF - 83	5 LB	11	\$52.13	\$573.43	\$57.92	\$637.14
EGG WHL	MPSF - 84	20 LB	49	\$30.53	\$1,495.97	\$23.88	\$1,170.12
Chicken F	MPSF - 85	5 LB	20	\$31.12	\$622.40	\$30.98	\$619.60
Lunch Mea	MPSF - 86	80 CT	31	\$127.41	\$3,949.71	\$60.88	\$1,887.28
Chicken B	MPSF - 87	5 LB	20	\$116.87	\$2,337.40	\$62.48	\$1,249.60
Chicken B	MPSF - 88	4OZ	18	\$41.81	\$752.58	\$73.41	\$1,321.41
Crab King	MPSF - 89	20LB	1	\$618.28	\$618.28	\$448.98	\$448.98
Beef Short	MPSF - 90	20#AVG	3	\$11.47	\$34.41	\$138.98	\$416.94
Beef Corn	MPSF - 91	15#AVG	4	\$4.11	\$16.44	\$140.76	\$563.06
EGG HAR	MPSF - 92	12 CT	67	\$30.81	\$2,064.27	\$22.08	\$1,479.36
Egg Hardd	MPSF - 93	12 CT	67	\$30.81	\$2,064.27	\$22.08	\$1,479.36
Ham Smkd	MPSF - 94	18-20#	6	\$4.40	\$26.40	\$41.85	\$251.10

Salami Ge	MPSF - 95	6-8#AV	8	\$3.63	\$29.04	\$77.28	\$618.24
Turkey Bre	MPSF - 96	2 LB	8	\$61.33	\$490.64	\$30.98	\$247.84
Chicken M	MPSF - 97	5 LB	13	\$28.60	\$371.80	\$29.95	\$389.36
EGG SCR	MPSF - 98	20 LB	9	\$60.27	\$542.43	\$28.98	\$260.82
Egg Scran	MPSF - 99	20 LB	9	\$60.27	\$542.43	\$28.98	\$260.82
EGG HAR	MPSF - 10	2 PAC	125	\$11.19	\$1,398.75	\$13.71	\$1,713.24
Turkey Bre	MPSF - 10	7# AVG	7	\$3.41	\$23.87	\$32.88	\$230.16
Sausage F	MPSF - 10	2 OZ	32	\$24.34	\$778.88	\$26.45	\$846.43
Pollock Als	MPSF - 10	10 LB	16	\$27.71	\$443.36	\$28.31	\$453.02
Egg Shell	MPSF - 10	15 DZ	39	\$13.11	\$511.29	\$14.59	\$568.94
Sausage K	MPSF - 10	5 LB	14	\$33.79	\$473.06	\$37.66	\$527.20
Chicken C	MPSF - 10	3#AVG	6	\$1.28	\$7.68	\$97.88	\$587.29
Pork Pulle	MPSF - 10	5LB	10	\$50.34	\$503.40	\$39.98	\$399.80
Sausage F	MPSF - 10	11 LB	9	\$33.79	\$304.11	\$41.41	\$372.71
Turkey Bre	MPSF - 11	8-10#	7	\$2.79	\$19.53	\$56.75	\$397.22
Patty Chic	MPSF - 11	5 LB	17	\$116.87	\$1,986.79	\$62.40	\$1,060.80
Chicken B	MPSF - 11	5.15LB	14	\$121.20	\$1,696.80	\$80.98	\$1,133.72
Bacon Lay	MPSF - 11	15 LB	8	\$64.00	\$512.00	\$71.55	\$572.39
Beef Tend	MPSF - 11	5#UP	1	\$12.15	\$12.15	\$343.20	\$343.20
Beef Roas	MPSF - 11	6-10 #	5	\$5.87	\$29.35	\$108.98	\$544.90
Haddock F	MPSF - 11	5 LB	6	\$54.37	\$326.22	\$72.43	\$434.59
Sausage T	MPSF - 11	10 LB	13	\$37.51	\$487.63	\$26.88	\$349.44
Shrimp Br	MPSF - 11	3 LB	5	\$66.43	\$332.15	\$65.78	\$328.90
Sausage F	MPSF - 11	1 OZ	25	\$30.71	\$767.75	\$24.98	\$624.50
Bacon Bit	MPSF - 12	5 LB	6	\$58.56	\$351.36	\$67.60	\$405.59
Beef Patty	MPSF - 12	4 OZ	7	\$49.86	\$349.02	\$32.99	\$230.93
Scallop lqf	MPSF - 12	5 LB	10	\$33.45	\$334.50	\$101.44	\$1,014.41
Egg Scran	MPSF - 12	2 LB	11	\$44.03	\$484.33	\$49.70	\$546.66
Beef Patty	MPSF - 12	2.5 OZ	7	\$132.45	\$927.15	\$61.88	\$433.16
Beef Roun	MPSF - 12	23#AVG	2	\$3.92	\$7.84	\$255.99	\$511.98
Cost Plus	MPSF - 12	EA	1	7.00%		11.50%	

Produce				Sysco of Northern New E	Upper Valley Produce	M. Saunders produce and p	Black River			
Item Name	Item #	UoM	Ext Qty	Entered Bid	Extended Bid	Entered Bid	Extended Bid	Entered Bid	Extended Bid	Entered Bid
Tomato Bulk Utility Fresh	PRDC - 1	25 LB	391	\$27.13	\$10,607.83	\$20.75	\$8,113.25	\$28.95	\$11,319.45	\$25.00
Strawberry Fresh Driscoll	PRDC - 2	16 OZ	233	\$27.29	\$6,358.57	\$20.00	\$4,660.00	\$22.95	\$5,347.35	\$25.58
Potato Diced Ckd Rsst Skls Sma	PRDC - 3	10LB	191	\$14.86	\$2,838.26	\$36.00	\$6,876.00	\$31.95	\$6,102.45	\$38.33
Cucumber English Long	PRDC - 4	12CT	163	\$14.46	\$2,356.98	\$14.00	\$2,282.00	\$16.95	\$2,762.85	\$20.06
Potato Diced Lrg Red Skin	PRDC - 5	10LB	375	\$23.40	\$8,775.00	\$35.75	\$13,406.25	\$32.95	\$12,356.25	\$35.82
Potato Pearl Extra Rich	PRDC - 6	3.55LB	38	\$52.14	\$1,981.32	\$78.00	\$2,964.00	NO BID	NO BID	NO BID
Potato Baking Idaho 90ct Frsh	PRDC - 7	50 LB	57	\$21.11	\$1,203.27	\$23.95	\$1,365.15	\$26.95	\$1,536.15	\$24.25
Potato Diced Ckd Rsst Skls Lrg	PRDC - 8	10LB	279	\$17.68	\$4,932.72	\$34.00	\$9,486.00	\$32.95	\$9,193.05	NO BID
Tomato Assorted Heirloom Frh	PRDC - 9	10LB	37	\$31.60	\$1,169.20	\$21.50	\$795.50	\$25.95	\$960.15	\$30.16
Lettuce Sal Mix Red Cab/Rom/Cr	PRDC - 10	5 LB	65	\$22.37	\$1,454.05	\$21.25	\$1,381.25	\$24.95	\$1,621.75	\$28.28
Pepper Bell Green Chopper	PRDC - 11	1.9BHL	55	\$26.81	\$1,474.55	\$19.75	\$1,086.25	\$25.95	\$1,427.25	\$27.73
Cabbage Diced 1/4w/Carrot Sep	PRDC - 12	5 LB	66	\$19.73	\$1,302.18	\$20.00	\$1,320.00	\$5.95	\$392.70	\$26.08
Brussel Sprout Halved	PRDC - 13	5 LB	30	\$42.03	\$1,260.90	\$46.50	\$1,395.00	\$19.95	\$598.50	\$47.85
Squash Butternut Cut & Pld	PRDC - 14	10 LB	197	\$14.95	\$2,945.15	\$20.75	\$4,087.75	\$14.95	\$2,945.15	\$19.54
Lettuce Spring Mix Swt Con Plw	PRDC - 15	3 LB	102	\$10.57	\$1,078.14	\$9.55	\$974.10	\$9.95	\$1,014.90	\$15.08
Apple Slice In Water Pk 6.5 Lb	PRDC - 16	#10	26	\$43.36	\$1,127.36	\$44.00	\$1,144.00	NO BID	NO BID	\$78.55
Blueberry Fresh	PRDC - 17	6 OZ	38	\$21.21	\$805.98	\$19.95	\$758.10	\$28.95	\$1,100.10	\$34.56
Broccoli Floret Iceless	PRDC - 18	3 LB	96	\$28.02	\$2,689.92	\$26.25	\$2,520.00	\$15.95	\$1,531.20	\$32.43
Tomato Grape Frsh	PRDC - 19	1 PT	28	\$22.58	\$632.24	\$13.25	\$371.00	\$19.95	\$558.60	\$22.37
Lettuce Romaine Fresh W/Liner	PRDC - 20	24 CT	22	\$27.74	\$610.28	\$25.25	\$555.50	\$29.95	\$658.90	\$35.94
Bean Green Fdsvc Trimmed Frsh	PRDC - 21	5 LB	26	\$21.60	\$561.60	\$21.60	\$561.60	\$27.95	\$726.70	\$33.89
Bok Choy Baby Frsh	PRDC - 22	10 LB	41	\$25.33	\$1,038.53	\$5.25	\$215.25	\$37.95	\$1,555.95	\$51.97
Tomato Vine Ripe Frsh Maine	PRDC - 23	11LB	25	\$20.62	\$515.50	\$13.00	\$325.00	\$17.95	\$448.75	\$13.82
Potato H/Brn Shrd Fresh	PRDC - 24	10 LB	123	\$15.08	\$1,854.84	\$33.00	\$4,059.00	\$33.95	\$4,175.85	\$75.22
Spinach Baby	PRDC - 25	1 LB	140	\$10.80	\$1,512.00	\$12.50	\$1,750.00	\$15.95	\$2,233.00	NO BID
Pepper Bell Tri Colr Frsh	PRDC - 26	25 LB	22	\$30.84	\$678.48	\$19.65	\$432.30	\$17.95	\$394.90	\$35.82
Mushroom Exotic Blend Organic	PRDC - 27	3 LB	15	\$36.81	\$552.15	\$21.50	\$322.50	\$17.95	\$269.25	\$23.13
Potato Fresh Pure Gold	PRDC - 28	50 LB	108	\$22.58	\$2,438.64	\$22.50	\$2,430.00	\$22.95	\$2,478.60	\$31.42
Banana Strained 4 Oz 2nd Fd	PRDC - 29	2 PK	35	\$12.40	\$434.00	\$22.75	\$796.25	NO BID	NO BID	NO BID
Potato Diced Pld Fresh	PRDC - 30	10 LB	26	\$17.68	\$459.68	\$35.00	\$910.00	\$32.95	\$856.70	\$38.33
Banana Petite Grm Tip Fresh	PRDC - 31	150 CT	84	\$27.85	\$2,339.40	\$21.10	\$1,772.40	\$24.95	\$2,095.80	\$28.50
Cucumber Select Frsh Gb	PRDC - 32	24 CT	90	\$21.81	\$1,962.90	\$15.80	\$1,422.00	\$0.70	\$63.00	NO BID
Tangelo Fresh Minneola	PRDC - 33	125CT	66	\$49.40	\$3,260.40	\$37.50	\$2,475.00	\$27.95	\$1,844.70	\$51.34
Spinach Baby Frsh	PRDC - 34	4 LB	25	\$12.59	\$314.75	\$12.50	\$312.50	\$15.95	\$398.75	\$15.40

35	1.6 OZ	60	\$29.10	\$1,746.00	\$34.00	\$2,040.00	\$30.95	\$1,857.00	\$43.17	\$2,590.20	\$34.88	\$2,092.80
36	5 LB	29	\$11.92	\$345.68	\$12.00	\$348.00	\$29.95	\$868.55	\$15.92	\$461.68	\$27.08	\$785.32
37	5 LB	66	\$8.63	\$569.58	\$4.50	\$297.00	\$30.95	\$2,042.70	\$44.62	\$2,944.92	\$36.93	\$2,437.38
38	50-55 AVG	16	\$21.81	\$348.96	\$21.75	\$348.00	\$30.95	\$495.20	\$33.37	\$533.92	\$30.98	\$495.68
39	135 CT	52	\$48.12	\$2,502.24	\$47.75	\$2,483.00	\$47.95	\$2,493.40	\$4.37	\$227.24	\$52.08	\$2,708.16
40	.5 PT	63	\$35.67	\$2,247.21	\$27.50	\$1,732.50	\$30.95	\$1,949.85	\$45.62	\$2,874.06	\$32.61	\$2,054.43
41	25 LB	10	\$27.13	\$271.30	\$27.95	\$279.50	\$29.95	\$299.50	NO BID	NO BID	\$28.48	\$284.80
42	24 CT	37	\$29.25	\$1,082.25	\$28.25	\$1,045.25	\$29.95	\$1,108.15	\$38.46	\$1,423.02	\$28.32	\$1,047.84
43	2.5 LB	11	\$26.63	\$292.93	\$19.25	\$211.75	\$23.95	\$263.45	\$43.99	\$483.89	\$24.98	\$274.78
44	40 LB	61	\$26.22	\$1,599.42	\$22.75	\$1,387.75	\$25.95	\$1,582.95	\$26.51	\$1,617.11	\$22.98	\$1,401.78
45	50 LB	12	\$25.97	\$311.64	\$21.50	\$258.00	\$25.95	\$311.40	\$27.70	\$332.40	\$21.87	\$262.44
46	40#	48	\$24.02	\$1,152.96	\$22.25	\$1,068.00	\$25.95	\$1,245.60	\$26.51	\$1,272.48	\$22.57	\$1,083.36
47	10LB	56	\$17.23	\$964.88	\$38.50	\$2,156.00	\$33.95	\$1,901.20	NO BID	NO BID	\$36.88	\$2,065.28
48	3 KILO	6	\$46.15	\$276.90	\$65.00	\$390.00	\$30.95	\$185.70	\$63.27	\$379.62	\$52.92	\$317.52
49	11 LB	69	\$29.01	\$2,001.69	\$11.25	\$776.25	\$27.95	\$1,928.55	\$27.85	\$1,921.65	\$32.93	\$2,272.17
50	2 LB	47	\$27.25	\$1,280.75	\$20.00	\$940.00	\$23.95	\$1,125.65	\$29.91	\$1,405.77	\$26.80	\$1,259.60
51	6 CT	11	\$27.07	\$297.77	\$15.00	\$165.00	\$21.95	\$241.45	\$23.53	\$258.83	\$21.98	\$241.78
52	138CT	31	\$37.31	\$1,156.61	\$24.50	\$759.50	\$38.95	\$1,207.45	\$54.48	\$1,688.88	\$40.88	\$1,267.28
53	20 LB	24	\$25.82	\$619.68	\$23.00	\$552.00	\$23.95	\$574.80	\$87.79	\$2,106.96	\$27.88	\$669.12
54	50 LB	40	\$22.86	\$914.40	\$24.60	\$984.00	\$26.95	\$1,078.00	\$27.13	\$1,085.20	\$21.98	\$879.20
56	135 CT	31	\$42.52	\$1,318.12	\$42.50	\$1,317.50	\$47.95	\$1,486.45	\$39.59	\$1,227.29	\$49.08	\$1,521.48
57	25 LB	28	\$34.08	\$954.24	\$30.00	\$840.00	\$32.95	\$922.60	\$41.60	\$1,164.80	\$35.88	\$1,004.64
58	12 CT	10	\$30.98	\$309.80	\$19.50	\$195.00	\$24.95	\$249.50	\$32.05	\$320.50	\$37.88	\$378.80
59	.5 PT	36	\$34.24	\$1,232.64	\$25.00	\$900.00	\$25.95	\$934.20	\$31.17	\$1,122.12	\$38.88	\$1,399.68
60	10 LB	35	\$10.44	\$365.40	\$8.15	\$285.25	\$24.95	\$873.25	\$24.82	\$868.70	\$34.68	\$1,213.80
61	5 LB	41	\$19.64	\$805.24	\$19.75	\$809.75	\$23.95	\$981.95	\$38.46	\$1,576.86	\$31.98	\$1,311.18
62	24 CT	20	\$25.84	\$516.80	\$25.50	\$510.00	\$29.95	\$599.00	NO BID	NO BID	\$28.88	\$577.60
63	10LB	26	\$34.54	\$898.04	\$28.75	\$747.50	\$31.95	\$830.70	\$48.39	\$1,258.14	\$42.94	\$1,116.44
64	1 LB	23	\$33.68	\$774.64	\$28.10	\$646.30	\$32.95	\$757.85	\$31.86	\$732.78	\$27.11	\$623.53
65	6 CT	13	\$10.05	\$130.65	\$2.53	\$32.89	\$30.95	\$402.35	\$38.40	\$499.20	\$9.88	\$128.44
66	CS 20#	25	\$29.18	\$729.50	\$25.50	\$637.50	\$26.95	\$673.75	\$37.08	\$927.00	\$55.91	\$1,397.75
67	5 LB	35	\$17.86	\$625.10	\$28.75	\$1,006.25	\$26.95	\$943.25	\$25.58	\$895.30	\$16.93	\$592.55
68	20 LB	6	\$28.02	\$168.12	\$22.00	\$132.00	\$28.95	\$173.70	\$22.94	\$137.64	\$23.04	\$138.24
69	80 CT	28	\$30.77	\$861.56	\$32.75	\$917.00	\$39.95	\$1,118.60	\$44.43	\$1,244.04	\$38.98	\$1,091.44
70	5 LB	30	\$24.30	\$729.00	\$22.00	\$660.00	\$29.95	\$898.50	\$27.02	\$810.60	\$42.88	\$1,286.40
71	6 CT	4	\$23.45	\$93.80	\$18.25	\$73.00	\$28.95	\$115.80	\$35.19	\$140.76	\$44.98	\$179.92
72	11 LB	23	\$48.30	\$1,110.90	\$36.00	\$828.00	\$36.95	\$849.85	\$49.46	\$1,137.58	\$43.30	\$995.90
73	150 CT	31	\$27.85	\$863.35	\$21.30	\$660.30	\$25.95	\$804.45	\$28.50	\$883.50	\$19.08	\$591.48

Tangerine Fresh Murcott	PRDC - 74	23LBS	25	\$35.99	\$899.75	\$19.50	\$487.50	\$30.95	\$773.75	\$46.19
Apricot Fresh Red Flesh	PRDC - 75	1 LYR	22	\$34.37	\$756.14	\$35.00	\$770.00	\$48.95	\$1,076.90	\$48.39
Cost Plus from supplier invoices for a	PRDC - 76	EA	0	9.00%		25.70%		NO BID		NO BID

Frozen				Sysco of Northern New England	Ace Endico		
Item Name	Item #	UoM	Ext Qty	Entered Bid	Extended Bid	Entered Bid	Extended Bid
FROZEN	FRZ - 1	30 LB	800	\$55.04	\$44,032.00	\$34.98	\$27,984.00
Patty Veg	FRZ - 2	3.4OZ	179	\$55.27	\$9,893.33	\$46.08	\$8,248.32
Dough Piz	FRZ - 3	16 IN	117	\$52.98	\$6,198.66	\$35.05	\$4,100.85
Donut Plai	FRZ - 4	2OZ	172	\$38.62	\$6,642.64	\$19.88	\$3,419.36
Danish As	FRZ - 5	1.6 OZ	96	\$49.62	\$4,763.52	\$41.23	\$3,958.08
Patty Veg	FRZ - 6	4 OZ	60	\$74.99	\$4,499.40	\$46.88	\$2,812.80
Potato Tat	FRZ - 7	5LB	223	\$42.44	\$9,464.12	\$28.98	\$6,462.54
Potato Dic	FRZ - 8	6 LB	81	\$55.88	\$4,526.28	\$55.43	\$4,489.94
Spinach C	FRZ - 9	3 LB	131	\$49.91	\$6,538.21	\$27.98	\$3,665.38
Juice Appl	FRZ - 10	4 OZ	297	\$14.29	\$4,244.13	\$9.04	\$2,684.88
Juice Oran	FRZ - 11	4 OZ	256	\$15.57	\$3,985.92	\$10.22	\$2,616.32
Entree Pe	FRZ - 12	5 LB	80	\$50.64	\$4,051.20	\$68.51	\$5,480.78
Broccoli F	FRZ - 13	2 LB	161	\$28.98	\$4,665.78	\$20.66	\$3,326.26
Potato Tat	FRZ - 14	5 LB	83	\$42.44	\$3,522.52	\$25.98	\$2,156.34
Dough Piz	FRZ - 15	26 OZ	76	\$43.72	\$3,322.72	\$35.05	\$2,663.80
Burger Bla	FRZ - 16	4.2 OZ	52	\$68.45	\$3,559.40	\$68.08	\$3,540.16
Juice Grap	FRZ - 17	4 OZ	167	\$15.51	\$2,590.17	\$9.98	\$1,666.66
Strawberry	FRZ - 18	6.5 LB	38	\$77.59	\$2,948.42	\$58.98	\$2,241.24
Squash Hu	FRZ - 19	4 LB	74	\$46.60	\$3,448.40	\$30.49	\$2,256.26
Dough Piz	FRZ - 20	22 OZ	67	\$43.87	\$2,939.29	\$34.75	\$2,327.92
Entree Ca	FRZ - 21	5.5 LB	51	\$61.10	\$3,116.10	\$75.54	\$3,852.50
Waffle Squ	FRZ - 22	1.587Z	166	\$22.95	\$3,809.70	\$13.08	\$2,171.28
Juice Crnb	FRZ - 23	4 OZ	191	\$11.18	\$2,135.38	\$8.43	\$1,610.13
Potato H/B	FRZ - 24	6 LB	62	\$40.74	\$2,525.88	\$55.43	\$3,436.75
Topping W	FRZ - 25	16 OZ	63	\$44.70	\$2,816.10	\$38.68	\$2,436.84
Roll Sub B	FRZ - 26	5.25OZ	82	\$32.88	\$2,696.16	\$33.31	\$2,731.73
Squash Bu	FRZ - 27	4 LB	57	\$46.60	\$2,656.20	\$30.49	\$1,737.93
Dough Tur	FRZ - 28	3.7 OZ	53	\$47.85	\$2,536.05	\$47.75	\$2,531.01
Dough Rol	FRZ - 29	6.5 OZ	49	\$59.36	\$2,908.64	\$57.48	\$2,816.52
Dough Rol	FRZ - 30	4.5 OZ	43	\$64.97	\$2,793.71	\$61.48	\$2,643.64
Pasta Tort	FRZ - 31	10 LB	78	\$26.85	\$2,094.30	\$28.41	\$2,216.12
Donut Cinc	FRZ - 32	2 OZ	127	\$18.00	\$2,286.00	\$43.02	\$5,463.49
Pizza Che	FRZ - 33	16INCH	94	\$80.43	\$7,560.42	\$67.98	\$6,390.12
Potato Fry	FRZ - 34	5 LB	105	\$23.48	\$2,465.40	\$25.47	\$2,674.41
Carrot Sli	FRZ - 35	2LB	107	\$28.16	\$3,013.12	\$14.98	\$1,602.86
Biscuit But	FRZ - 36	2.25OZ	60	\$30.45	\$1,827.00	\$33.22	\$1,992.94
Vegetable	FRZ - 37	4 LB	67	\$28.82	\$1,930.94	\$30.37	\$2,034.96
Entree Ste	FRZ - 38	4.3 LB	32	\$54.97	\$1,759.04	\$60.76	\$1,944.47
Cake Lyr L	FRZ - 39	52 OZ	39	\$47.03	\$1,834.17	\$49.98	\$1,949.24
Cheeseca	FRZ - 40	68OZ	29	\$67.51	\$1,957.79	\$79.49	\$2,305.22
Vegetable	FRZ - 41	2 LB	91	\$25.84	\$2,351.44	\$23.08	\$2,100.28
Pasta She	FRZ - 42	2OZ	52	\$36.31	\$1,888.12	\$22.98	\$1,194.96
Waffle Bel	FRZ - 43	2.4 OZ	54	\$36.03	\$1,945.62	\$18.98	\$1,024.92
Pie Bluebe	FRZ - 44	47OZ	36	\$57.00	\$2,052.00	\$66.48	\$2,393.29
Dough Rol	FRZ - 45	1.12OZ	59	\$29.67	\$1,750.53	\$31.25	\$1,843.46
Bean Gree	FRZ - 46	2 LB	87	\$25.05	\$2,179.35	\$17.08	\$1,485.96

Brownie C	FRZ - 47	6 LB	49	\$36.31	\$1,779.19	\$38.93	\$1,907.64
Pastry Eck	FRZ - 48	12 CT	57	\$37.62	\$2,144.34	\$40.33	\$2,299.00
Corn Whl	FRZ - 49	2.5 LB	67	\$34.08	\$2,283.36	\$25.05	\$1,678.35
Bean Gree	FRZ - 50	2 LB	72	\$26.38	\$1,899.36	\$20.35	\$1,465.20
Donut Cho	FRZ - 51	2 OZ	92	\$18.00	\$1,656.00	\$25.57	\$2,352.31
Cake Cho	FRZ - 52	53OZ	33	\$48.30	\$1,593.90	\$50.96	\$1,681.71
Pie Lemor	FRZ - 53	36 OZ	47	\$36.23	\$1,702.81	\$43.21	\$2,030.68
Pie Banan	FRZ - 54	27 OZ	46	\$29.77	\$1,369.42	\$39.10	\$1,798.51
Pizza Che	FRZ - 55	60CNT	25	\$64.30	\$1,607.50	\$56.88	\$1,422.00
Roll Focac	FRZ - 56	4OZ	44	\$35.47	\$1,560.68	\$46.73	\$2,055.92
Bagel Plai	FRZ - 57	6 CT	78	\$19.27	\$1,503.06	\$17.73	\$1,382.59
Bean Wax	FRZ - 58	10 LB	57	\$32.98	\$1,879.86	\$13.68	\$779.76
Vegetable	FRZ - 59	2LB	65	\$25.28	\$1,643.20	\$22.98	\$1,493.70
Dough Co	FRZ - 60	1.5 OZ	27	\$50.66	\$1,367.82	\$49.98	\$1,349.47
Asparagus	FRZ - 61	2.5 LB	32	\$42.64	\$1,364.48	\$24.08	\$770.56
Pea Greer	FRZ - 62	2.5 LB	35	\$30.53	\$1,068.55	\$20.04	\$701.40
Potato Fry	FRZ - 63	5 LB	61	\$25.56	\$1,559.16	\$21.08	\$1,285.88
Dough Co	FRZ - 64	1.5 OZ	26	\$50.66	\$1,317.16	\$56.75	\$1,475.37
Sandwich	FRZ - 65	2.6OZ	31	\$41.22	\$1,277.82	\$41.08	\$1,273.48
Blueberry	FRZ - 66	30 LB	28	\$62.13	\$1,739.64	\$43.24	\$1,210.72
Bread Toa	FRZ - 67	8 CT	40	\$31.22	\$1,248.80	\$30.08	\$1,203.20
Pie Boston	FRZ - 68	33 OZ	29	\$37.33	\$1,082.57	\$45.26	\$1,312.68
Pie Pumpk	FRZ - 69	43 OZ	30	\$36.01	\$1,080.30	\$49.80	\$1,494.12
Carrot Sli	FRZ - 70	30 LB	46	\$23.71	\$1,090.66	\$10.98	\$505.08
Pie Fruit F	FRZ - 71	48 OZ	21	\$49.09	\$1,030.89	\$63.84	\$1,340.71
Vegetable	FRZ - 72	2.5 LB	28	\$45.15	\$1,264.20	\$66.48	\$1,861.45
Ravioli Ch	FRZ - 73	10 LB	62	\$17.98	\$1,114.76	\$19.49	\$1,208.39
Tortilla Wr	FRZ - 74	12CT	29	\$44.40	\$1,287.60	\$16.92	\$490.68
Pea Greer	FRZ - 75	2.5 LB	33	\$32.52	\$1,073.16	\$21.48	\$708.84
Dough Co	FRZ - 76	3 OZ	18	\$52.38	\$942.84	\$61.75	\$1,111.41
Vegetable	FRZ - 77	4 LB	31	\$34.41	\$1,066.71	\$30.18	\$935.58
Vegetable	FRZ - 78	2.5 LB	36	\$33.01	\$1,188.36	\$21.48	\$773.28
Spinach C	FRZ - 79	20LB	38	\$22.98	\$873.24	\$19.48	\$740.24
Vegetable	FRZ - 80	10 LB	36	\$30.70	\$1,105.20	\$23.42	\$843.12
Brussel Sp	FRZ - 81	4 LB	40	\$26.47	\$1,058.80	\$20.66	\$826.40
Dough Co	FRZ - 82	3 OZ	23	\$40.60	\$933.80	\$60.76	\$1,397.59
Bean Gree	FRZ - 83	30 LB	37	\$29.34	\$1,085.58	\$14.08	\$520.96
Potato Fry	FRZ - 84	2.5 LB	34	\$31.37	\$1,066.58	\$24.98	\$849.32
Dough Co	FRZ - 85	1 OZ	21	\$43.27	\$908.67	\$44.78	\$940.47
Cookie Ch	FRZ - 86	3.0OZ	29	\$35.01	\$1,015.29	\$49.96	\$1,448.86
Bread Bro	FRZ - 87	16 OZ	45	\$27.43	\$1,234.35	\$28.08	\$1,263.53
Vegetable	FRZ - 88	4 LB	39	\$28.82	\$1,123.98	\$22.98	\$896.22
Dough Co	FRZ - 89	3 OZ	15	\$50.36	\$755.40	\$61.84	\$927.65
Roll Pretze	FRZ - 90	4. OZ	16	\$60.24	\$963.84	\$60.38	\$966.12
Entree Las	FRZ - 91	5.75LB	16	\$45.18	\$722.88	\$59.38	\$950.12
Breadstick	FRZ - 92	1.75OZ	27	\$32.49	\$877.23	\$34.98	\$944.46
Corn Whl	FRZ - 93	30 LB	32	\$30.30	\$969.60	\$15.88	\$508.16
Vegetarian	FRZ - 94	1.34OZ	18	\$48.19	\$867.42	\$44.98	\$809.64
Dough Str	FRZ - 95	2.75OZ	19	\$49.66	\$943.54	\$40.18	\$763.35

Patty Veg	FRZ - 96	3.4 OZ	17	\$57.34	\$974.78	\$48.98	\$832.66
Tortilla Wr	FRZ - 97	12CT	22	\$46.74	\$1,028.28	\$46.01	\$1,012.22
Tortilla Wr	FRZ - 98	12CT	20	\$51.37	\$1,027.40	\$20.23	\$404.60
Carrot Wh	FRZ - 99	2 LB	29	\$27.34	\$792.86	\$18.81	\$545.49
Tortilla Wr	FRZ - 100	12 CT	25	\$36.58	\$914.50	\$51.70	\$1,292.40
Vegetable	FRZ - 101	2.5 LB	24	\$30.74	\$737.76	\$39.10	\$938.35
Croissant	FRZ - 102	3 OZ	22	\$45.67	\$1,004.74	\$41.06	\$903.29
Potato Fry	FRZ - 103	5LB	31	\$32.21	\$998.51	\$27.88	\$864.28
Potato Roa	FRZ - 104	2.5 LB	21	\$37.19	\$780.99	\$40.18	\$843.71
Bread Wh	FRZ - 105	20OZ	24	\$27.45	\$658.80	\$29.49	\$707.76
Guacamol	FRZ - 106	1LB	20	\$41.15	\$823.00	\$61.25	\$1,225.10
Danish Ch	FRZ - 107	115GR	11	\$66.67	\$733.37	\$64.88	\$713.68
Pea & Pea	FRZ - 108	2.5 LB	20	\$34.40	\$688.00	\$28.64	\$572.80
Dessert Ba	FRZ - 109	103 OZ	9	\$84.46	\$760.14	\$63.98	\$575.82
Croissant	FRZ - 110	3 OZ	16	\$52.61	\$841.76	\$41.98	\$671.68
Roll Hamb	FRZ - 111	12 CT	18	\$39.80	\$716.40	\$40.02	\$720.35
Cheeseca	FRZ - 112	64 OZ	16	\$43.12	\$689.92	\$43.12	\$689.88
Pizza Brea	FRZ - 113	128 CT	14	\$59.26	\$829.64	\$58.71	\$821.88
Vegetable	FRZ - 114	1.4OZ	29	\$26.20	\$759.80	\$30.47	\$883.65
Pie Strawb	FRZ - 115	46 OZ	21	\$36.58	\$768.18	\$53.90	\$1,131.94
Pie Choc C	FRZ - 116	27 OZ	24	\$30.99	\$743.76	\$38.31	\$919.53
Blueberry	FRZ - 117	30 LB	11	\$62.13	\$683.43	\$43.24	\$475.64
Ravioli Ch	FRZ - 118	3 LB	28	\$20.80	\$582.40	\$22.63	\$633.57
Dough Co	FRZ - 119	3 OZ	13	\$55.56	\$722.28	\$67.24	\$874.06
Potato Fry	FRZ - 120	4.5 LB	36	\$22.84	\$822.24	\$24.49	\$881.65
Raspberry	FRZ - 121	5 LB	18	\$26.80	\$482.40	\$23.21	\$417.78
Dough Pur	FRZ - 122	2 OZ	18	\$35.97	\$647.46	\$36.32	\$653.82
Tortilla Wr	FRZ - 123	12CT	15	\$51.37	\$770.55	\$33.41	\$501.15
Cheese St	FRZ - 124	3 LB	8	\$79.23	\$633.84	\$50.98	\$407.84
Onion Ring	FRZ - 125	2.5 LB	23	\$30.85	\$709.55	\$26.88	\$618.24
Breadstick	FRZ - 126	1.8 OZ	22	\$30.28	\$666.16	\$36.35	\$799.76
Bun Kaise	FRZ - 127	12 CT	18	\$31.41	\$565.38	\$35.68	\$642.24
Dough Bis	FRZ - 128	2.6 OZ	67	\$42.70	\$2,860.90	\$46.98	\$3,147.66
Bread Pull	FRZ - 129	36 OZ	18	\$28.71	\$516.78	\$34.29	\$617.29
Sandwich	FRZ - 130	2.8OZ	81	\$42.98	\$3,481.38	\$42.98	\$3,481.38
Pea & Car	FRZ - 131	10 LB	25	\$36.42	\$910.50	\$15.08	\$377.00
Apple Fuji	FRZ - 132	2.5 LB	14	\$35.74	\$500.36	\$38.22	\$535.02
Cake Lem	FRZ - 133	91.2OZ	6	\$102.90	\$617.40	\$96.98	\$581.88
Roll Sub P	FRZ - 134	6 CT	20	\$33.69	\$673.80	\$33.32	\$666.47
Dough Co	FRZ - 135	3 OZ	9	\$56.34	\$507.06	\$57.19	\$514.68
Pizza Crus	FRZ - 136	17 OZ	17	\$40.83	\$694.11	\$37.17	\$631.89
Muffin Eng	FRZ - 137	6CT	42	\$16.21	\$680.82	\$19.49	\$818.59
Potato Tat	FRZ - 138	5 LB	17	\$32.83	\$558.11	\$30.98	\$526.66
Pie Apple	FRZ - 139	38 OZ	14	\$36.79	\$515.06	\$47.30	\$662.25
Sandwich	FRZ - 140	2.6OZ	14	\$42.98	\$601.72	\$42.98	\$601.72
Bean Wax	FRZ - 141	2 LB	23	\$26.12	\$600.76	\$22.81	\$524.63
Juice Prun	FRZ - 142	4 OZ	24	\$20.88	\$501.12	\$17.88	\$429.12
Croissant	FRZ - 143	2 OZ	18	\$45.66	\$821.88	\$42.98	\$773.64
Pea & Car	FRZ - 144	2.5 LB	20	\$37.98	\$759.60	\$22.12	\$442.40

Tortilla Flo	FRZ - 145	12 CT	20	\$29.50	\$590.00	\$29.87	\$597.45
Croissant	FRZ - 146	2.0 OZ	12	\$40.73	\$488.76	\$42.98	\$515.76
Dough Scd	FRZ - 147	3.75OZ	7	\$80.30	\$562.10	\$73.08	\$511.56
Vegetable	FRZ - 148	2.5 LB	15	\$40.06	\$600.90	\$34.68	\$520.20
Bun Kaiser	FRZ - 149	12 CT	19	\$30.98	\$588.62	\$36.16	\$686.98
Cake Shee	FRZ - 150	185 OZ	5	\$112.61	\$563.05	\$41.68	\$208.40
Cost Plus	FRZ - 151	EA	0	11.00%		10.78%	

Dairy Class III & IV			Sysco of Northern New Engl Ace Endico				
Item Name	Item #	UoM	Ext Qty	Entered Bi	Extended Bid	Entered Bi	Extended E
Butter Solid	Dairy - 1	1 LB	92	\$88.60	\$8,151.20	\$93.24	\$8,577.65
Margarine	Dairy - 2	1LB	313	\$28.99	\$9,073.87	\$22.58	\$7,067.54
Margarine	Dairy - 3	5 GM	235	\$22.45	\$5,275.75	\$25.37	\$5,962.55
Butter Cup	Dairy - 4	5 GM	228	\$25.57	\$5,829.96	\$26.43	\$6,026.35
Cheese Pa	Dairy - 5	5 LB	100	\$42.04	\$4,204.00	\$38.10	\$3,810.00
Butter Blend	Dairy - 6	1 LB	100	\$40.29	\$4,029.00	\$32.98	\$3,298.00
Cheese Ar	Dairy - 7	5 LB	46	\$46.42	\$2,135.32	\$42.98	\$1,977.08
Cheese C	Dairy - 8	5 LB	69	\$27.30	\$1,883.70	\$22.38	\$1,544.22
Cheese Pa	Dairy - 9	5 LB	36	\$48.32	\$1,739.52	\$38.10	\$1,371.60
Margarine	Dairy - 10	1 LB	58	\$44.15	\$2,560.70	\$22.58	\$1,309.64
Cheese C	Dairy - 11	5 LB	30	\$53.92	\$1,617.60	\$61.32	\$1,839.71
Cheese C	Dairy - 12	3 LB	26	\$55.66	\$1,447.16	\$58.24	\$1,514.12
Cheese C	Dairy - 13	5 LB	71	\$19.42	\$1,378.82	\$18.88	\$1,340.48
Cheese C	Dairy - 14	5 LB	19	\$48.27	\$917.13	\$77.43	\$1,471.20
Margarine	Dairy - 15	5 GM	45	\$21.20	\$954.00	\$24.49	\$1,102.06
Cheese C	Dairy - 16	1 OZ	70	\$13.08	\$915.60	\$17.24	\$1,206.47
Cheese C	Dairy - 17	5 LB	39	\$20.64	\$804.96	\$18.88	\$736.32
Cheese S	Dairy - 18	1.5 LB	20	\$43.62	\$872.40	\$60.13	\$1,202.55
Margarine	Dairy - 19	1 LB	29	\$28.99	\$840.71	\$22.58	\$654.82
Butter Ch	Dairy - 20	3.4 LB	14	\$51.91	\$726.74	\$54.98	\$769.73
Butter Solid	Dairy - 21	1 LB	7	\$87.78	\$614.46	\$102.92	\$720.45
Butter Solid	Dairy - 22	1 LB	7	\$87.78	\$614.46	\$102.92	\$720.45
Margarine	Dairy - 23	5 GM	28	\$23.99	\$671.72	\$26.45	\$740.63
Cheese M	Dairy - 24	6#AVG	9	\$2.41	\$21.69	\$129.49	\$1,165.41
Cheese C	Dairy - 25	1 OZ	21	\$24.17	\$507.57	\$17.58	\$369.18
Cheese S	Dairy - 26	1OZ	13	\$41.82	\$543.66	\$37.08	\$482.04
Cheese C	Dairy - 27	1.5 LB	10	\$39.38	\$393.80	\$40.19	\$401.86
Cheese H	Dairy - 28	9#AVG	11	\$3.48	\$38.28	\$36.09	\$396.97
Cheese C	Dairy - 29	3 LB	8	\$48.48	\$387.84	\$66.52	\$532.16
Cheese B	Dairy - 30	5LB	16	\$48.38	\$774.08	\$47.92	\$766.75
Butter Cla	Dairy - 31	5 LB	4	\$67.70	\$270.80	\$71.82	\$287.29
Cheese C	Dairy - 32	5 LB	15	\$84.72	\$1,270.80	\$94.98	\$1,424.71
Butter Solid	Dairy - 33	1 LB	3	\$88.60	\$265.80	\$102.92	\$308.76
Cheese Pa	Dairy - 34	5 LB	10	\$34.84	\$348.40	\$33.98	\$339.80
Cheese C	Dairy - 35	5 LB	18	\$56.84	\$1,023.12	\$119.24	\$2,146.24
Cheese P	Dairy - 36	1.5 LB	6	\$38.65	\$231.90	\$44.47	\$266.82
Cheese C	Dairy - 37	10 LB	7	\$38.30	\$268.10	\$40.00	\$280.00
Cheese C	Dairy - 38	10#AVG	5	\$5.16	\$25.80	\$46.80	\$234.00
Cheese M	Dairy - 39	5 LB	3	\$72.82	\$218.46	\$87.04	\$261.12
Cheese Pa	Dairy - 40	5 LB	20	\$42.04	\$840.80	\$33.98	\$679.60
Cheese C	Dairy - 41	2.5 LB	4	\$56.85	\$227.40	\$56.79	\$227.18
Cheese C	Dairy - 42	1 OZ	12	\$16.19	\$194.28	\$16.65	\$199.76
Cheese M	Dairy - 43	5LB	7	\$56.99	\$398.93	\$64.51	\$451.57
Cheese G	Dairy - 44	7# AVG	2	\$6.08	\$12.16	\$102.12	\$204.24
Cheese Ar	Dairy - 45	1.5 LB	15	\$40.12	\$601.80	\$40.18	\$602.65
Cheese C	Dairy - 46	1 OZ	6	\$24.65	\$147.90	\$16.98	\$101.88

Butter-It A	Dairy - 47	1 GAL	5	\$36.63	\$183.15	\$38.58	\$192.89
Cheese Pa	Dairy - 48	5 LB	8	\$48.82	\$390.56	\$49.98	\$399.84
Cheese G	Dairy - 49	6#AVG	2	\$3.74	\$7.48	\$41.78	\$83.56
Cheese C	Dairy - 50	.75OZ	6	\$20.09	\$120.54	\$71.98	\$431.88
Cheese M	Dairy - 51	5LB	2	\$52.11	\$104.22	\$47.98	\$95.96
Cheese M	Dairy - 52	6#AVG	3	\$2.70	\$8.10	\$101.65	\$304.94
Cheese C	Dairy - 53	5LB	2	\$54.39	\$108.78	\$51.08	\$102.16
Butter Cup	Dairy - 54	6.3 GR	3	\$32.34	\$97.02	\$26.96	\$80.88
Cheese Ar	Dairy - 55	5 LB	2	\$48.20	\$96.40	\$47.24	\$94.48
Cheese Ar	Dairy - 56	5 LB	3	\$48.53	\$145.59	\$49.88	\$149.65
Cheese C	Dairy - 57	.75 OZ	6	\$12.97	\$77.82	\$23.41	\$140.47
Cheese C	Dairy - 58	5LB	1	\$54.14	\$54.14	\$61.32	\$61.32
Butter Bler	Dairy - 59	1 LB	2	\$43.87	\$87.74	\$30.98	\$61.96
Cheese St	Dairy - 60	1 OZ	2	\$34.38	\$68.76	\$34.41	\$68.82
Cheese Bl	Dairy - 61	5 LB	2	\$31.32	\$62.64	\$34.20	\$68.39
Butter Cup	Dairy - 62	5 GM	10	\$32.34	\$323.40	\$26.43	\$264.31
Cheese Pa	Dairy - 63	2 LB	6	\$54.10	\$324.60	\$88.08	\$528.48
Cheese Pa	Dairy - 64	16 OZ	1	\$66.17	\$66.17	\$38.98	\$38.98
Cheese Sv	Dairy - 65	8 LB	1	\$2.93	\$2.93	\$46.06	\$46.06
Cheese C	Dairy - 66	5LB	1	\$53.92	\$53.92	\$61.32	\$61.32
Cheese C	Dairy - 67	5LB	1	\$54.63	\$54.63	\$51.08	\$51.08
Cheese M	Dairy - 68	5 LB	1	\$77.84	\$77.84	\$51.08	\$51.08
Cheese Q	Dairy - 69	10#	1	\$56.48	\$56.48	\$51.80	\$51.80
Cheese C	Dairy - 70	1 OZ	2	\$12.97	\$25.94	\$24.39	\$48.78
Cheese C	Dairy - 71	10#AVG	2	\$2.62	\$5.24	\$30.00	\$60.00
Cheese M	Dairy - 72	5 LB	1	\$72.82	\$72.82	\$48.08	\$48.08
Cheese Ha	Dairy - 73	9#AVG	1	\$3.60	\$3.60	\$36.32	\$36.32
Cheese Ar	Dairy - 74	5 LB	1	\$46.07	\$46.07	\$46.06	\$46.06
Cheese M	Dairy - 75	1OZ	1	\$34.38	\$34.38	\$36.25	\$36.25
Cheese Pa	Dairy - 76	5 LB	1	\$30.17	\$30.17	\$30.00	\$30.00
Cheese W	Dairy - 77	2.9 OZ	1	\$30.56	\$30.56	\$40.18	\$40.18
Cheese Ar	Dairy - 78	5 LB	1	\$46.07	\$46.07	\$50.67	\$50.67
Cheese C	Dairy - 79	1 OZ	1	\$23.85	\$23.85	\$24.59	\$24.59
Cheese Pr	Dairy - 80	1.5 LB	1	\$38.65	\$38.65	\$32.82	\$32.82
Cheese C	Dairy - 81	10#AVG	7	\$3.42	\$23.94	\$30.47	\$213.29
Cheese C	Dairy - 82	10#AVG	5	\$2.80	\$14.00	\$30.00	\$150.00
Margarine	Dairy - 83	5 GM	1	\$18.08	\$18.08	\$19.69	\$19.69
Cheese C	Dairy - 84	3 LB	2	\$44.52	\$89.04	\$49.10	\$98.20
Cheese C	Dairy - 85	30 LB	2	\$50.71	\$101.42	\$54.88	\$109.76
Cheese M	Dairy - 86	6#AVG	7	\$2.29	\$16.03	\$129.49	\$906.43
Cheese Bl	Dairy - 87	5LB	1	\$86.96	\$86.96	\$109.88	\$109.88
Cheese C	Dairy - 88	1 OZ	3	\$14.39	\$43.17	\$24.55	\$73.65
Cheese C	Dairy - 89	.75 OZ	1	\$11.80	\$11.80	\$17.63	\$17.63
Cost Plus	Dairy - 90	EA	0	11.00%		10.29%	

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 4/19/2021

Bid No.: 2447-21

Date of Bid Closing: 05/07/2021
Time of Bid Closing: 10:00AM(EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO LORETTA RAZIN: E-mail Loretta.M.Razin@das.nh.gov
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR CONTRACT: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

[Insert name of signor] Matthew Wasserman on behalf of Ace Endico [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 2447-21 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 Bid was prepared independently from all other vendors and was 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 [Signature] Authorized Signor's Title Bid Director

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Putnam STATE: NH ZIP: 10509

On the 17th day of May, 2021, personally appeared before me, the above named Matthew Wasserman his/her capacity as authorized representative of Ace Endico known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

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

My commission expires: December 16, 2021 (Date)

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract. Form F31-B

NATURE OF AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-I, and rules promulgated thereunder, and constitute a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received, the award will be made in accordance with RSA 21-I:11-b and the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-I:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
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 ("Events of Default");
 - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
 - 8.1.2. failure to submit any report required hereunder; or
 - 8.1.3. failure to perform any of the other covenants and conditions 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
 - 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; and
 - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
 - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, 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 nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.

BID INVITATION FOR: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Review the pricing information and how to fill out the pricing information in the "Offer" section. Complete the "Vendor Contact Information" section; and fill out, sign, and notarize page one, Transmittal Letter 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 in the Timeline section herein 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.

Upon the public bid opening, the State may, at its sole option, invite several or all Bidders to Electronic Reverse Auction as detailed in Reverse Auction Process section below. The States reserves the right to select the qualified bidder based solely on the initial bid and is under no obligation to perform an Electronic Reverse Auction.

Should the State choose to execute their option to perform an Electronic Reverse Auction, final bid prices will be submitted through an Electronic Reverse Auction Event (the date and time of the Electronic Reverse Auction Event will be provided upon initial review and qualification of responses received).

AS THE STATE MAY NOT PERFORM AN ELECTRONIC REVERSE AUCTION, BIDDERS ARE ENCOURAGED TO PROVIDE THEIR MOST COMPATITIVE PRICES IN THEIR INITIAL BID.

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.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any questions, clarifications or requested changes to the terms and conditions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes to terms and conditions shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Loretta Razin at the following address: Loretta.M.Razin@DAS.NH.Gov.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this RFB 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, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>

TIMELINE:

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

04/20/2021	Bid Solicitation distributed on or by
04/27/2021	Last day for questions, clarifications, and/or requested changes to bid
05/07/2021	10:00 AM (EST) Bid Closing
07/01/2021	Implementation of contract(s)

GOVERNING TERMS AND CONDITIONS:

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 RFB is published 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 RFB 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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

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

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions,

or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

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

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

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

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

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

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, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants.

CONTRACT PARTICIPANTS:

Apart from the State, it is likely that an unknown number of Participants (municipalities) will want to utilize the awarded contract(s). Participants will be required to complete a participating addendum, described below.

PARTICIPATING ADDENDUM:

Each Participant will complete a participating addendum supplied by the State of NH-Bureau of Purchase and Property (State). A copy of said addendum, after being executed by the Participant and the contracted vendor, will be maintained on file with the State.

- A Participating Addendum shall be executed by the contractor and the individual Participant desiring to use the contract.
- Additional Participants may be added with the consent of the contractor and the State through execution of Participating Addendums.

- A Participating Addendum allows for each Participant to add terms and conditions that may be unique to their origin.
- The Participant and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.

CONTRACT TERM:

The term of the contract shall commence July 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

Award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per section. Upon the public bid opening, the State may, at its sole option, invite several or all Bidders to Electronic Reverse Auction as detailed in Reverse Auction Process section below. The States reserves the right to select the qualified bidder based solely on the initial bid and is under no obligation to perform an Electronic Reverse Auction. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. Award(s) shall be in the form of a State of New Hampshire Contract(s).

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

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be disclosed in accordance with RSA 210G:37. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s). In the case of an Electronic Reverse auction qualified suppliers will be notified and invited to participate in a pricing event as defined in Attachment B attached hereto.

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

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.

TERMINATION:

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

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered 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>
- **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.

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
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

BID PRICES:

The prices indicated in the offer sheets are firm until the point when CPI index is released. For periods of time as represented by section in the table below. Through the term of the contract, prices may be increased by no more than the CPI on the US Department of Labor website (www.BLS.Gov). The successful vendor(s) may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to the Bureau of Purchasing & Property, 25 Capitol Street, Room 102, Concord NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Category	Pricing	Notes
Bakery & Bread	Firm Fixed	
Canned & Dry Goods	CPI Index (Bi-Annual)	
Dairy (Class III & IV)	Monthly	
Frozen	CPI Index (Bi-Annual)	
Meat, Poultry & Seafood	Weekly Fresh	
Produce	Weekly Fresh	

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

Price decreases shall become effective immediately as they become effective to the general trade. The successful vendor shall notify the State contract manager identifying any and all applicable decreases

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

GAURANTEE FRESHNESS:

The successful vendor shall be required to delivery orders processed by the State/Agency for a guarantee freshness for items from receipt of order, utilizing the "use by" date, "Sell by", "Best Before" dates. Orders received and freshness has failed or not within that period, the State/Agency may return items for a full refund or exchange within seven (7) days from receipt of order, without additional charges/fees/delivery.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment/items 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.

ABILITY TO PROVIDE:

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution to the entire State of New Hampshire.

ORDERING PROCEDURE:

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

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.

REVERSE AUCTION PROCESS:

In the event the State exercises its option to proceed with an Electronic Reverse Auction, qualified vendors will be invited to participate in the auction and notified accordingly after the public bid opening. Participating Vendors will be required to sign and return Attachment C: EASiBuy, LLC ("EASi") Supplier Agreement Terms and Conditions.

An Electronic Reverse Auction is an electronic procurement process in which qualified Bidders submit final price proposals online by a specified deadline (date and time) through an electronic platform provided by a third party. Bidders anonymously compete against each other to offer the lowest contract price by the close of the Electronic Reverse Auction Event, which will be managed and hosted by EASiBuy, LLC (EASi).

Bidders will be considered qualified by submitting a compliant response to the line items they wish to participate in. Responses must certify acceptance of all criteria set forth herein and include the detailed response required in each subsection of the Offer section of this RFB.

See Attachment B – Reverse Auction Information

EASIBUY, LLC REPORTING AND FEES:

Should the State choose to exercise their option to perform an Electronic Reverse Auction, the Successful Vendor shall submit a monthly sales report to EASiBuy, LLC, and make associated payments, during the Term of this Contract. Successful Vendor represents and warrants it has entered into and will comply with its agreement with EASiBuy, LLC. This is a material representation of fact on which the State may rely.

The Awarded Vendor shall generate and submit to EASiBuy, LLC monthly volume sales reports detailing total dollars in sales generated by each Eligible Participant and a Transaction Fee percentage of the sales made to Eligible Participants in the relevant month. Successful Vendor represents and warrants it has entered into and will comply with its agreement with EASiBuy, LLC. This is a material representation of fact on which the State may rely.

See Attachment C – EASiBuy LLC ("EASi") Supplier Agreement Terms and Conditions

EASIBUY, LLC FEES STRUCTURE (If applicable):

Should the State choose to exercise their option to perform an Electronic Reverse Auction, are represented by way of percentage of total contract spend. The table below depicts the percentage assessed by EASIBUY LLC and are paid direct. In accordance with the 'Bid Prices' provision Herein, "Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid."

Reverse Auction Service Fee	0.68%
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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 bi-monthly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Reports shall have two (2) separate sections related to items purchased:
- All Fixed Price Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- All Balance of Product Line Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- 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:
 - a. Percentage of recycled materials contained within finished products
 - b. Percentage of waste recycled throughout the manufacturing process
 - c. Types and volume of packaging used for transport
 - d. Any associated material avoided and/or recycled as applicable under contract
 - e. A standardized reporting form will be provided after contract award
- Total Cost of all Products Purchased

ACCOUNT COMMUNICATION & ESCALATION:

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

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.

DELIVERY TIME:

The successful Vendor(s) will be required to accomplish delivery of any item ordered under the contract within five (5) business days. Successful vendor agrees to complete delivery of items within the time of day allotted by each agency location. Deliveries will be executed as scheduled and agreed upon between agency contact and vendor communication to all parties affected. See Page 15 & 16 for locations and hours. Prices offered shall include delivery costs. The successful Vendor(s) shall deliver any **emergency requested** item ordered under the contract **within 24 hours** from the placement of the order. The State shall clearly define the item(s) as an emergency when placing 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.

Backorders shall be delivered within five (5) BUSINESS DAYS AND SHALL BE COMMUNICATED/VERIFIED TO ORDERING AGENCY. Orders out of stock or unavailable, successful vendor shall communicate with ordering agency on possible substitution or cancelling items. Discontinued items need communicated to Department of Administrative Services for contract update.

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:

Invoicing shall be submitted to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

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.

PRODUCT SAMPLES:

If applicable, product sample shall be the exact quality, brand and style being quoted in this bid. Vendors shall be contacted during the evaluation process if sample is required - Do Not Submit Sample with RFB Response. All samples shall be provided at no charge to the State of NH Bureau of Purchase and Property, and shall not be returned.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS

Each section lists the items most commonly purchased by State of New Hampshire agencies, and will be used for award purposes. During the term of contract, the State may purchase other items which are closely related to the items specified in the line items awarded (Food) from the successful Vendor(s)' Balance of Product Line. **Vendors shall not offer balance of product line items for item types not within the category(s) awarded.** All items ordered shall include all shipping/charges as specified above in "Bid Prices".

Any item ordered from Balance of Product Line must not exceed Vendors' preferred customer unit price basis.

Agencies ordering Balance of Product Items must request a quote from all vendors awarded a contract in the associated category. Balance of Product Items will be purchased from the vendor submitting the lowest quote meeting specifications.

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://das.nh.gov/purchasing/vendorresources.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:

- Should the State choose to exercise their option to perform an Electronic Reverse Auction, provide final pricing information during the Electronic Reverse Auction as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

IF AWARDED A CONTRACT:

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

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature (witnessed by a Notary Public or Justice of the Peace)
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

The successful Vendor must:

- 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.

CUSTOMER SUPPORT SERVICES:

If applicable, the successful Vendor(s) shall provide sales support for the items and equipment specified in the contract. The Vendor shall have a central contact point, available during State business hours, for resolving customer support problems.

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

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

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

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

EQUIPMENT: If applicable, the successful Vendor(s) will be responsible for replacing and servicing any and all equipment needed for their product line(s), i.e. coffee, etc., at no additional cost.

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.

MINIMUM ORDERS:

Indicate here any minimum order that you are requesting. The State of New Hampshire reserves the right to reject and/or negotiate this point should the State, in its sole judgment, deems the minimum to be not in the best interest of the State of New Hampshire.

Requested minimum order (if any) \$ _____ per delivery or by volume.

Disaster Recovery

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

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

OFFER:

See Attachment A Bidder Workbook

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

VENDOR CONTACT INFORMATION:

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

Matthew Wasserman

Contact Person

973 919 7980

Local Telephone Number

1800 386 6881

Toll Free Telephone Number

mwasserman@aceendico.com

E-mail Address

www.aceendico.com

Company Website

Ace Endico

Vendor Company Name

80 International Boulevard, Brewster, NY 10509

Vendor Address

DELIVERY LOCATIONS:

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

AGENCY	DELIVERY
Dept. of Corrections 138 East Milan Road Berlin NH 03570	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Jeff Young 603-752-0369
Dept. of Corrections 3 Maguire Street Concord NH 03302	M - F 7:30 AM to 2:30 PM Call 603-271-1876 Prior to Delivery
Concord Community Corrections Center 60 Iron Works Road Concord NH 03301	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
Manchester Community Corrections Center 126 Lowell Street Manchester NH 03104	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
Glenciff Home 393 High Street Glenciff NH 03238	M - F 8:00 AM to 3:30 PM Bruce McKenzie 603-989-3111 / 95220
Dept. of Health & Human Services 8 Rightway Path Laconia NH 03246	M - F 10:00 AM to 4:00 PM Charlene Gordon 603-524-6651 / 311
Dept. of Health & Human Services 15 Brook Street Manchester NH 03103	M - F 10:00 AM to 6:00 PM Eric Carlson 603-668-2971
Dept. of Health & Human Services 1056 N. River Road Manchester NH 03101	M - TH 6:00 AM to 3:00 PM Rita Desbiens 603-625-5471 / 312
NH Veteran's Home 139 Winter Street Tilton NH 03276	M - F 8:00 AM to 11:00 AM & 12:30 PM to 3:30 PM Lynn Hillbrunner 603-527-4893

NH Dept. Of Resources & Economic Development 30 Jimtown Road Gorham NH 03581	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Donna or Stephanie 603-466-2269
NH Hospital. 36 Clinton Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512
NH Hospital 129 Pleasant Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512

ATTACHMENTS:

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

- Attachment A: Offer Section Bidder Workbook
- Attachment B: Reverse Auction Information
- Attachment C: Supplier Agreement

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

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 11/7/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in

block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is

not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this

Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

ATTACHMENT C
EASIBUY LLC ("EASi") SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC ("EASi") does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASi, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASi. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASi is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASi DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASi FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE EASiBuy LLC ("EASi") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through the EASiBuy website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new "Supplier Agreement Terms and Conditions". EASi reserves the right

to terminate your access to the Solution or any of its services at any time, if EASi shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASi shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASi will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASi will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASi shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- > Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- > Selecting appropriate procurement opportunities to participate
- > Preparing and assuring the completeness of any bids, quotes or proposals
- > Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- > Maintaining with the Buyer, the security and the integrity of the bid procurement process
- > Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- > Compliance with all applicable legal requirements
- > Establishing and adhering to the terms and conditions of buyer contracts
- > Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASi's responsibilities are, but not limited to, the following:

- > Clarifying bidding processes and timelines
- > Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- > Participating in any Pre-bid Conference(s)
- > Conducting the electronic bid event and providing help desk support during the event

ATTACHMENT C

EASIBUY LLC ("EASI") SUPPLIER AGREEMENT TERMS AND CONDITIONS

- Publishing appropriate results to the users and obtaining feedback from participants

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASI is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASI RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and

complete and you will maintain and update that information to ensure that it remains as such. If EASI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify EASI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASI and a new password will be assigned for your use. EASI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a transaction fee ("Transaction Fee") based on the total final purchase price stated upon award will be charged to the awarded supplier. The Transaction Fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Transaction Fee to EASI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier as follows.

Awarded Supplier Reporting and Payment Terms and Conditions: The Awarded Supplier will be responsible to pay the Transaction Fee of as specified in Exhibit B - Transaction Fee Schedule to EASI for all payments received from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or contract resulting from this bidding event.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH, credit card account payment information, or invoice billing details ("Preferred Transaction Fee Payment Method") to EASI. Awarded Suppliers paying via credit card will be charged an additional credit card processing fee of 3% of the Transaction Fee. EASI will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

Term Purchases: For Term or ongoing purchases resulting from the subject RFB, Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received, within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the tenth (10) day of the month, EASI will charge to Supplier's Preferred

ATTACHMENT C
EASIBUY LLC ("EASI") SUPPLIER AGREEMENT TERMS AND CONDITIONS

Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buying Agent, multiplied by the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth (15) day of each month.

Audit Right: The Buying Agent and EASi reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier's normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide EASi accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASi immediately upon becoming aware of such information and EASi relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. **Privacy Policy.** You hereby acknowledge EASi has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASi reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an

America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASi responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. **Resell or Transfer.** You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. **Access to Internet.** You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASi is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. **Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.

17. **Links to Other Sites.** This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASi's control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASi, and EASi is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. **Copyright – How you May Use the Content of the Solution.** The content of this Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASi and/or any third-party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other

ATTACHMENT C
EASIBUY LLC ("EASI") SUPPLIER AGREEMENT TERMS AND CONDITIONS

website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of EASI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. **Framed Links.** You may not create framed links to the Solution without express written permission from EASI.

20. **Modification.** EASI, has the right to modify this Agreement at any time. All modifications shall be mutually agreeable and executed by both parties. Any modification is effective upon either posting notice of such modification on EASI's website or upon notice by certified mail after the execution date of the agreement.

21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASI regarding the submission of quotations and subsequent pricing before and during the auction event.

22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire without regard to or application of its conflict of laws principles.

23. **Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ *I understand that if "I Do Not Accept" the terms listed in this Agreement or if I do not respond to this Agreement, EASI cannot allow me or my company to participate in the online bid.*

I accept the terms listed in this agreement, as well as Exhibit A and Exhibit B:

Company Name Acc
Endico

Name Matthew
Wasserman

Title _____ Bid Director

Signature 

Date 5/23/21

ATTACHMENT C
EASIBUY LLC ("EASI") SUPPLIER AGREEMENT TERMS AND CONDITIONS

Exhibit A – Rules for Participation

- I acknowledge that I will receive training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder's capabilities, will notify EASi, and I acknowledge that this Agreement will apply to the designated bidder.
- I understand that if I encounter any difficulties in placing a bid that I am to contact EASi via phone immediately and that, if necessary, EASi will assist me in placing a bid.
- I understand that adequate time must be provided to EASi to assist me and agree that EASi is not liable if I am unable to place a bid for any reason before the online bid closes.
- I understand that the buyer reserves the right to modify the bid configuration during the live event, including, but not limited to the extension period, minimum bid decrement amounts, etc.
- I understand that the official bid clock is maintained by EASi's server and due to internet connection speeds the bid clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the bid event to prevent late bids from being rejected due to the lag in connection speeds and clock times.
- I understand that in some cases, an electronic bid might be re-opened if technical issues prevented a bidder or bidders from placing bids.
- I understand that EASi is under no obligation to re-open a bid for a bidder to place a bid for any reason, particularly if a bidder does not contact EASi immediately after attempting to place a rejected bid.
- I understand that the Buyer has the right to reject any and all bids and that possessing the low bid does not necessarily guarantee that the low bidder will be awarded.
- I understand that EASi recommends I make the following precautions to avoid any technical issues during the Electronic Bid Event:
 - I should arrange for another computer to act as a backup in case something happens to my computer during the auction. I should log into <http://ra.auctionservices.com> prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a backup during the bid event.
 - I should make sure no other programs are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
- I understand that important changes to the configuration of the Electronic Bid Event or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and bid notices on site broadcast messages sent from EASi and the Buyer carefully and diligently.

ATTACHMENT C
EASIBUY LLC ("EASI") SUPPLIER AGREEMENT TERMS AND CONDITIONS

Exhibit B – Transaction Fee Schedule
Description of Transaction Fee

VPO (vendor pay option) – The Buyer in this procurement has opted to use a VPO fee structure. Under this model, the awarded supplier agrees to pay EASiBuy LLC ("EASi") a Transaction Fee as described below, for the term of the contract (including renewals, extensions, interim purchases, or subsequent contract resulting from this bidding event), calculated based on a rate established by Buyer's actual accumulated spend against the contract.

Awarded Supplier Transaction Fee – The awarded supplier will be responsible to pay this Transaction Fee ("Transaction Fee") to EASi for all payments awarded supplier receives from Buyer, any of Buyer's political subdivisions, or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract.

Invoice Date – EASi will invoice Awarded Supplier following receipt of the Report or on the fifteenth (15) day of the month, whichever comes first.

Payment Due Date – Awarded supplier must remit the Transaction Fee within fifteen (15) calendar days of the Invoice Date.

Per bid – The terms of this Transaction Fee are associated with this specific procurement, and any subsequent contract resulting from this procurement. If you participate in other procurements with EASi, the terms may be different.

Per term – The terms of this Transaction Fee renew with each subsequent contract term. Any restrictions, stipulations, or fee caps are limited to a specific contract term. When a contract renews for another term or is extended, these restrictions, stipulations, and / or fee caps reset.

Per entity – Transaction Fees for each eligible Buying Agent utilizing the agreement will be established individually, subject to the applicable threshold rate, based on actual accumulated spend against the contract by that Buying Agent.

Conflict of Terms – In the event that there is any conflict or inconsistency between the terms of the Exhibit B Transaction Fee Schedule, the Supplier Agreement Terms and Conditions, or the terms of the Exhibit A – Rules for Participation, the terms of this Exhibit B – Transaction Fee Schedule shall control and govern the rights and obligations of the Parties.

Rate Table

Rate
.68%

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

DATE OF CHANGE: 4/20/2021

ADDENDUM # 01 TO BID INVITATION # 2447-21

DATE OF BID CLOSING: ~~05/07/2021~~ 05/24/2021

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

FOR: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

CURRENTLY READS.

TIMELINE:

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

04/20/2021	Bid Solicitation distributed on or by
04/27/2021	Last day for questions, clarifications, and/or requested changes to bid
05/07/2021	10:00 AM (EST) Bid Closing
07/01/2021	Implementation of contract(s)

CHANGE TO READ:

TIMELINE:

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

04/20/2021	Bid Solicitation distributed on or by
05/18/2021	Last day for questions, clarifications, and/or requested changes to bid
05/24/2021	10:00 AM (EST) Bid Closing
07/01/2021	Implementation of contract(s)

PURCHASING AGENT: Loretta Razin
E-Mail: NH.Purchasing@das.nh.gov

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

BIDDER Ace Endico Inc **ADDRESS** 80 International Blvd Brewster NY
10509
BY 
(this document must be signed)
Matthew Wasserman **TEL. NO.** 973 919 7980
(please type or print name)

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

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

DATE OF CHANGE: 5/12/2021

ADDENDUM # 02 TO BID INVITATION # 2447-21

DATE OF BID CLOSING: 05/24/2021

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

FOR: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

Q1: What is the turn around process/timeline for questions? I.e. are answers sent out at one time after the question due date? Or on a case by case basis as they come in?

A1: Questions are due on or BEFORE 05/18/2021 4:00 pm as noted in Addendum # 1. State will issue Addendum to answer/clarify after that date.

Q2: Can we get a breakdown of how many deliveries per week are to be expected for each category individually? In order to quote accurately. Ideally having a list of each facility with their weekly deliveries of each category or a simple count of number of facilities per week, per category.

A2:

	DOC Concord	DOC Berlin	DOC Manchester	Glendiff Home	NH Hospital (Clinton)	NH Hospital (Pleasant)
	Frequency of Delivery					
Bakery/Bread	Weekly	weekly	weekly	Weekly	Twice a week	Once a week
Canned & Dry	Weekly	weekly	*--	Weekly	Twice a week	Once a week
Dairy Class III & IV	bi weekly	bi weekly	weekly	Weekly	3 times a week	Once a week
Frozen	weekly	weekly	*--	Weekly	Twice a week	Once a week
Meat, Poultry & Seafood	Weekly	weekly	*--	Weekly	Once a week	Once a week
Produce	bi weekly	bi weekly	weekly	Weekly	Every other day	Once a week

	DHHS Manchester (River)	Veteran's Home	DNCR/Mt Washington	DNCR/Cannon
	Frequency of Delivery	Frequency of Delivery	Frequency of Delivery	Frequency of Delivery
Bakery/Bread	Weekly	Weekly	Twice a week	Twice a week
Canned & Dry	Weekly	Twice a week	2-3 Week	2-3 Week
Dairy Class III & IV	Weekly	Weekly	Twice a week	Twice a week
Frozen	Weekly	Twice a week	Twice a week	Twice a week
Meat, Poultry & Seafood	Monthly	Twice a week	Twice a week	Twice a week
Produce	As Needed/ 2 to 3X a week	As needed	Weekly	Weekly

Q3: If we are currently registered with the State of New Hampshire and are currently doing business. Do we need to include any documentation to prove we are registered with the State to do business and where could that information be found?

A3: No. Once registered and doing business with State you have satisfied that requirement.

Q4: Will the bid be awarded for each category separately? For example: Could the entire bid have each separate category go to three or four separate vendors?

A4: Yes to award by Section. See Page 8 CONTRACT AWARD. No to multiple vendors per section with exception to Bakery/Bread and Produce Sections.

CONTRACT AWARD:

Award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per section.

Q5: Will the state of NH allow incentives. awarded for multiple categories. Example: Vendor offers a 1% discount for 2 categories, 2% discount for 3 or more categories. If that was included. Could it be included in the award consideration/calculations.

A5: Additional discounts will not be considered for purposes of award, but may be offered by the vendor to become part of any awarded contract.

Q6: If the State chooses to do a reverse auction. Will it be for all categories or only specific categories of their choice?

A6: Yes. Please see Page 10 & 11- REVERSE AUCTION PROCESS AND EASIBUY LLC REPORTING and FEES & STRUCTURE(if applicable)

Q7: Regarding the 0.68% fee for EasiBuy. Will that fee apply regardless of whether categories are awarded via the reverse auction?

A7: Any and all fees need to be built into the price. Please see Page 9 & 10 BID PRICES.

Q8: Regarding the fees paid to EasiBuy. How are these fees expected to be paid? Are they paid directly to EasiBuy from the awarded vendor(s)? Or is the fee paid by the vendor, to the State, for dispersal to EasiBuy?

A8: The awarded vendor will pay the 0.68% fee directly to EASiBuy per the terms and conditions based on actual sales from the state, or any other entities accessing the agreement.

Q9: Regarding the Bid & EasiBuy - Fees --often the State engages is specialized deals of heavily discounted items to the state prison or otherwise known as "Opportunity Buys". Vendors request that such transactions be exempt from any additional fees (i.e. 0.68% EasiBuy fee).

A9: The transaction fee must be paid for all transactions, including discounted items. The 0.68% fee will not be applied to opportunity buys.

Q10: Information Uploads - We have two questions regarding the data uploads. How is this data uploaded to EasiBuy? Is this an automated process pulled by EasiBuy from the State or Sysco Systems? Or is this a manual process in which data is manually or semi-manually loaded directly to the EasiBuy system.

A10: ANSWER: The aggregate monthly sales amount is manually entered with a detailed email sales report by agency.

Q11: Could we get an example of what these data loads look like?

A11: ANSWER: A contracted supplier with the state will receive a kickoff meeting with EASiBuy to overview the sales reporting process.

Q12: Privacy Policy – Can we also get an example of what data is loaded into the solution system? We would like a better understanding of what information EasiBuy will have access to in regards to sections 12 & 13 of attachment C.

A12: Only your pricing information will be entered into EASiBuy's solution. You will receive a 1 on 1 training for the bidding interface if the State decides to utilize the reverse auction component.

Q13: RE: BREAD: When delivering to the Dept of Correction facilities, are those deliveries to an offsite locations where security is not as extensive and time consuming?

A13: Deliveries will be direct to the DOC Warehouse or other known locations. Security clearance will not be needed.

a. **Or do we need to deliver directly and drivers are required to go the security checks?** No

b. **Are the existing prices of the bread published and available to view? If yes how can I access them?** Bid results from previous bids may be found at:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>, Search by Bid 2292-20 and click "Awarded"

c. **Can we make our bread deliveries anytime of the day? In most of our customers we delivery between 2 and 7 AM typically depending on route.** Deliveries will be accepted 6:30 (preferably 7 am) to 2:30 pm.

Q14: If a vendor does intend to bid on 2447-21 FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods) in the bread/bakery category. However, we are unable to bid on all items, which I count at 14 of 42 on the bid. The bid states all items must be bid, but I'm inquiring if a bid submitted for the items we do carry would be considered.?

A14: The State will consider submissions as compliant for items carried by each vendor.

Q15: BREAD/BAKERY (FRESH) SECTION: Will the state allow multiple awards to vendors based on ability to deliver to certain locations or the inability to service the entire State?

A15: The State reserves the right to award in their best interest whether it be a single vendor or multiple

AGENCY	LOCATION ADDRESS	DELIVERY (YES OR NO)
DOC Concord	3 Maguire Street, Concord NH 03302	
DOC Berlin	138 East Milan Road Berlin NH 03570	
DOC Manchester	126 Lowell Street Manchester NH 03104	
Glenciff Home	393 High Street Glenciff NH 03238	
NH Hospital (Clinton)	36 Clinton Street Concord NH 03301	
NH Hospital (Pleasant)	129 Pleasant Street Concord NH 03301	
DHHS Manchester (River)	1056 N. River Road Manchester NH 03101	
Veteran's Home	139 Winter Street Tilton NH 03276	
DNCR/Mt Washington	30 Jimtown Rd Gorham NH 03581	

DNCR/Cannon	260 Tramway Drive Franconia NH 03580
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Q16: PRODUCE (FRESH) SECTION: Will the state allow multiple awards to vendors based on ability to deliver to certain locations or the inability to service the entire State?

A16: The State reserves the right to award in their best interest whether it be a single vendor or multiple

AGENCY	LOCATION ADDRESS	DELIVERY (YES OR NO)
DOC Concord	3 Maguire Street, Concord NH 03302	
DOC Berlin	138 East Milan Road Berlin NH 03570	
DOC Manchester	126 Lowell Street Manchester NH 03104	
Glenclyff Home	393 High Street Glenclyff NH 03238	
NH Hospital (Clinton)	36 Clinton Street Concord NH 03301	
NH Hospital (Pleasant)	129 Pleasant Street Concord NH 03301	
DHHS Manchester (River)	1056 N. River Road Manchester NH 03101	
Veteran's Home	139 Winter Street Tilton NH 03276	
DNCR/Mt Washington	30 Jimtown Rd Gorham NH 03581	
DNCR/Cannon	260 Tramway Drive Franconia NH 03580	

PURCHASING AGENT: Loretta Razin
E:Mail: NH.Purchasing@das.nh.gov

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

BIDDER Ace Endico Inc ADDRESS 80 International Blvd Brewster, NY
10509
 BY [Signature]
 (this document must be signed)
Matthew Wasserman TEL. NO. 973 919 7980
 (please type or print name)

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

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

DATE OF CHANGE: 4/20/2021

ADDENDUM # 01 TO BID INVITATION # 2447-21

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FOR: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

CURRENTLY READS

TIMELINE:

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

04/20/2021	Bid Solicitation distributed on or by
04/27/2021	Last day for questions, clarifications, and/or requested changes to bid
05/07/2021	10:00 AM (EST) Bid Closing
07/01/2021	Implementation of contract(s)

CHANGE TO READ:

TIMELINE:

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

04/20/2021	Bid Solicitation distributed on or by
05/18/2021	Last day for questions, clarifications, and/or requested changes to bid
05/24/2021	10:00 AM (EST) Bid Closing
07/01/2021	Implementation of contract(s)

PURCHASING AGENT: Loretta Razin
E-Mail: NH.Purchasing@das.nh.gov

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

BIDDER Ace Endico **ADDRESS** 80 International Boulevard

BY  Brewster, NY 10509
(this document must be signed)
Matthew Wasserman, Bid Director **TEL. NO.** 973 919-7980
(please type or print name)

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

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

DATE OF CHANGE: 5/12/2021

ADDENDUM # 03 TO BID INVITATION # 2447-21

DATE OF BID CLOSING: 05/24/2021

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

FOR: FOOD SERVICE (Non-Perishable, Dry, Frozen, Meat, Eggs and other goods)

Public Bid Closing will be held virtual

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.

Please click below to join on 5/24/2021 at 10:00 am (EST):

Join on your computer or mobile app

Click here to join the meeting https://teams.microsoft.com/join/19%3ameeting_Yic1MWRmNTYtM2RmZ500NDhWFiZGUtMWE2ODFhNDhkYTV%40threadv2/0?context=%7b%22Tid%22%3a%22992dea9-1c4c-42c8-a310-5088af55ba74%22%2c%22Oid%22%3a%222a2e470e8-f79f-4d2b-9f12-9f82f7487608%22%7d

Or call in (audio only)

+1 603-931-4944, 144208678# United States, Concord

Phone Conference ID: 144 208 678#

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

PURCHASING AGENT: Loretta Razin

E-Mail: NH.Purchasing@das.nh.gov

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

BIDDER Ace Endico Inc ADDRESS 80 International Blvd, Brewster, NY, 10509

BY [Signature]

(this document must be signed)

Matthew Wasserman

(please type or print name)

TEL. NO. 973 919 7980

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2021

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30328 CN102891313-ACE-Cas-21-22	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Co</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Co	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Ace Endico Corporation 80 International Blvd. Brewster, NY 10509														

COVERAGES **CERTIFICATE NUMBER:** ATL-005288006-01 **REVISION NUMBER:** 1

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			MWZY-30914221	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP 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			MWTB-30914121	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ APD Compl/Coil Ded: \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
A	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	N/A	MWC-30914021	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capital Street, Room 102 Concord, NH 03301	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 of Marsh USA Inc. Dana Stewart
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Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Laura Endico, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Ace Endico Corp. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on July 27, 2021,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Wasserman (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Ace Endico Corp with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 07/27/21

ATTEST Laura Endico, VP & Secretary
(Name & Title)

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Laura Endico, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Ace Endico Corp. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations VP of Finance
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Hope Platel
(list individuals holding positions authorized)

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 corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 07/27/21

ATTEST: *H. Adie* VP & Secretary
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACE ENDICO CORP is a New York Profit Corporation registered to transact business in New Hampshire on August 04, 2021. 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: 877850

Certificate Number : 0005418022



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of August A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Work Order #: 20219980505458

Receipt Date/Time: 08/04/2021 04:41:02 PM

Payer Information:

Ace Endico Corp
80 International Blvd
Brewster, NY, 10509, USA

Filer Information:

Ace Endico Corp
80 International Blvd
Brewster, NY, 10509, USA

Payer Customer ID: 413812

Filer Customer ID: 413812

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
08/04/2021 04:40:35 PM	Credit Card	CC#:XXXXXXXXXXXX1700	Auth#:024573	Paid	\$107.00
Total Payment Received:					\$107.00

Transaction Description:

Transaction #	Description	Reference Information
20219980505458-000	Handling Charge	N/A
20219980505458-001	Business Formation - Foreign Profit Corporation	ACE ENDICO CORP

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
08/04/2021 04:39:00 PM	20219980505458-000	Accepted	Paid	\$2.00
08/04/2021 04:39:00 PM	20219980505458-001	Accepted	Paid	\$105.00
Total				\$107.00

Drawdown Account Balance:	\$0.00	Total Due:	\$0.00
Credit Account Balance:	\$0.00	Total Refunded:	\$0.00
		Total Change To Credit Account Balance:	\$0.00