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# State of New Hampshire

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 20, 2023

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Sonepar Distribution New England, Inc. (VC#175217), Brockton, MA in an amount up to and not to exceed \$326,699.45 for electrical lamps and ballasts with the option to extend for up to two additional years effective upon Governor and Executive Council approval for the period of January 1, 2024 through December 31, 2028.

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

## EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 2801-24 on September 26, 2023 with responses due on October 13, 2023. The RFB reached twenty-five vendors through the NIGP electronic sourcing platform with an additional six vendors directly sourced. There was one compliant and one non-compliant response received for this requested contract, with Sonepar Distribution New England, Inc. submitting the compliant response. The non-compliant submission provided omitted the required quantity of product for each category, and did not provide balance of product line discounts for lamps. When compared to the non-compliant response, Sonepar Distribution New England, Inc. represented a 16% cost avoidance.

Upon approval, the contract with Sonepar Distribution New England, Inc. will allow for the purchase of electrical lamps and ballasts needed to maintain lighting fixtures in buildings statewide. Sonepar Distribution New England, Inc. has ten physical locations within the State ranging from Salem to Berlin where agency personnel can purchase contract related products as well as receive professional assistance ensuring that the most appropriate and energy efficient

products are obtained for a wide variety of maintenance projects. Sonepar Distribution New England, Inc. also offers delivery and shipping services at no additional charge to the State.

Additionally, upon approval, the contract with Sonepar Distribution New England, Inc. will provide electrical lamps and ballasts at a discount over retail prices allowing the State to achieve cost savings over the term of the contract on exact line-item purchases. Sonepar Distribution New England, Inc. also offers a balance of product line discount of 60% on lamps and ballasts. The table below illustrates potential cost avoidances by purchasing comparable items on contract versus at retail price.

Price comparison Sonepar Distribution New England, Inc. price vs. retail price (off contract)			
Category	Sonepar Distribution New England, Inc. average unit price	Average retail unit price	Savings
Fluorescent Lamps	\$ 4.26	\$ 7.48	\$ 3.22 (43%)
Compact Fluorescent Lamps	\$ 3.34	\$ 6.72	\$ 3.38 (50%)
Hi Intensity Discharge Lamps	\$12.48	\$20.79	\$ 8.31 (40%)
LED Lamps	\$ 6.22	\$ 9.82	\$ 3.60 (36%)
Fluorescent Magnetic Ballast	\$25.59	\$40.68	\$15.09 (37%)
Fluorescent Electronic Ballast	\$21.60	\$32.73	\$11.13 (34%)
LED Driver	\$53.00	\$64.43	\$11.43 (17%)

The estimated annual spend of \$59,399.90 is based upon estimated usage, data collected from business intelligence reporting and the bid prices provided by Sonepar Distribution New England, Inc. A 10% allowance for balance of product line purchases has been added to provide for non-line-item purchases throughout the term of the requested contract.

Contract financials	
Estimated annual spend	\$59,399.90
Estimated term spend (5 years)	\$296,999.50
Add balance of product line	\$29,699.95
Recommended price limitation	\$326,699.45

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Electrical Lamps and Ballast	Agency	Statewide
RFB#	2801-24	Requisition#	N/A
Agent Name	Andrea Olsson	Bid Closing	October 13, 2023 @ 10am

Total Number of Items	Product Description	Sonepar Distribution New England, Inc.		Spark Lighting (Non-compliant Response)		Retail Cost	
		Average Unit Cost	Extended Cost	Average Unit Cost	Extended Cost	Average Unit Cost	Extended Cost
27	Fluorescent Lamps	\$4.26	\$24,745.25	\$4.31	\$ 37,534.44	\$7.48	\$66,569.30
26	Compact Fluorescent Lamps	\$3.34	\$5,083.75	\$3.24	\$5,322.50	\$6.72	\$11,692.75
8	Hi Intensity Discharge Lamps	\$12.48	\$2,560.00	\$10.85	\$2,379.13	\$20.79	\$4,427.35
16	LED Lamps	\$6.22	\$9,248.75	\$7.27	\$12,234.06	\$9.82	\$14,854.97
2	Fluorescent Magnetic Ballast	\$25.59	\$1,023.40	\$49.48	\$989.50	\$40.68	\$1,627.20
13	Fluorescent Electronic Ballast	\$21.60	\$13,358.75	\$25.63	\$16,573.25	\$32.73	\$19,880.30
3	LED Driver	\$53.00	\$3,380.00	\$47.80	\$3,116.94	\$64.43	\$4,178.40
<b>Sub Total</b>			<b>\$59,399.90</b>		<b>\$ 78,149.82</b>		<b>\$119,051.87</b>

<b>Estimated annual spend</b>	\$59,399.90	<b>Retail annual</b>	\$123,230.27
<b>Estimated term spend (5 years)</b>	\$296,999.50	<b>Retail term</b>	\$616,151.35
<b>Add allowance for balance of product line</b>	\$29,699.95	<b>Cost Avoidance</b>	-\$319,151.85
<b>Recommended price limitation</b>	\$326,699.45	<b>Delta: new vs. retail</b>	-107%

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	5 years
Price Limitation	\$326,699.45
Number of Solicitations Received	2
Number of Sourced bidders	6
Number of NIGP Vendors Sourced	25
Number of non-responsive bidders	29
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-Card or ACH
FOB Delivered	Statewide
Expiring Contract Price Limitation	No price limitation established, approximately \$150,000 based on current spend



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Price comparison Sonepar Distribution New England, Inc. price vs. retail price (off contract)	-\$319,151.85	-107%	Cost Avoidance
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Special Notes:	Spark Lighting submitted a non compliant response because they didn't comply with the terms of the RFB. The submission provided also omitted the required quantity of product for each category, and did not provide balance of product line discounts for lamps.
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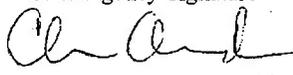
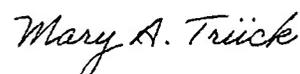
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Sonepar Distribution New England, Inc.		1.4 Contractor Address 560 Oak Street Brockton, MA 02301	
1.5 Contractor Phone Number 603-227-9923	1.6 Account Unit and Class Various	1.7 Completion Date December 31, 2028	1.8 Price Limitation \$326,699.45
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 11/14/2023		Peter J Dunn Account Manager	
1.13 State Agency Signature  Date: 11/21/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/29/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials   PJD  

Date   11/14/2023

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

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

**14. INSURANCE.**

Contractor Initials RJD  
Date 11/14/2023

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

#### 19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

Sonepar Distribution New England, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Electrical Lamps and Ballast in accordance with the bid submission in response to State Request for Bid #2801-24 and as described herein.

### 2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2801-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2801-24," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT:

The term of the contract shall commence on January 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2028, a period of approximately five (5) years.

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

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

### 4. SCOPE OF WORK:

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

Ordering: State agencies will place their orders direct to the Contractor by electronic order/website, by email, by FAX, or they may establish a standard delivery order. There shall be no minimum orders required under the resultant contract.

Delivery Time: Stock items shall be delivered within 2 business days. The State of New Hampshire will expect a 75% minimum fill rate on orders placed. Deliveries for back ordered or special-order items shall be within ten (10) business days unless special arrangements are made between the requesting agency and the Contractor. Use of a private carrier to make deliveries does not relieve the Contractor from the responsibility of meeting the delivery requirement.

Packing Slips: Packing slips are to list the product number, product name/description and contract number.

Restocking Fee: There shall be no restocking fee for stock items. Up to 10% restocking fee shall be allowed for special order items.

Warranty: The Contractor shall provide a ballast warranty of no less than 5 years with an allowance of \$10.00 per ballast.

Technical Assistance: The Contractor shall have trained, knowledgeable personnel or staff that can provide technical assistance to State personnel when requested.

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

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

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

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

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

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

#### **5. USAGE REPORTING:**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Andrea Olsson and sent electronic to [Andrea.I.Olsson@DAS.NH.Gov](mailto:Andrea.I.Olsson@DAS.NH.Gov). At a minimum, the Report shall include:

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

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

The Contractor shall provide all electrical lamps and ballast strictly pursuant to, and in conformity with, the specifications described in State RFB #2801-24, as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/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.

**7. 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.

**8. CONFIDENTIALITY & CRIMINAL RECORD:**

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

**EXHIBIT C - METHOD OF PAYMENT**

**9. CONTRACT PRICE:**

The Contractor hereby agrees to provide electrical lamps and ballast in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$326,699.45; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**10. PRICING STRUCTURE:**

**Fluorescent Lamps**

<b>Brand</b>	<b>Product Number</b>	<b>Description</b>	<b>Price</b>
Sylvania	21781	FO32/841/ECO	\$2.45
Sylvania	21779	FO32/835/ECO	\$2.45
Sylvania	21767	FO32/841/XP/ECO	\$3.53
Sylvania	21777	FO32/830/ECO	\$2.45
Sylvania	22052	FBO32/741/6/ECO	\$8.75
Sylvania	22179	FO28/841/XP/SS/ECO	\$3.85
Sylvania	22450	FO32/25W/841/XP/XL/SS/ECO3	\$4.65
Sylvania	22438	FO32/V41/ECO	\$2.80
Sylvania	22437	FO32/V35/ECO	\$2.80
Sylvania	22137	FO17/841/ECO	\$2.25
Sylvania	24441	F40CW	\$2.90
Sylvania	21671	FBO32/841/6/ECO	\$10.00
Sylvania	22051	FBO32/735/6/ECO	\$8.50
Sylvania	21670	FBO32/835/6/ECO	\$10.00
Sylvania	22136	FO17/835/ECO	\$3.85
Sylvania	22139	FO25/835/ECO	\$2.65
Sylvania	22140	FO25/841/ECO	\$7.11
Sylvania	20902	FP28/841/ECO	\$2.70
Sylvania	20901	FP28/835/ECO	\$2.70
Sylvania	20904	FP54/835/HO/ECO	\$2.45
Sylvania	20906	FP54/841/HO/ECO	\$2.45
Sylvania	20929	FP24/835/HO/ECO	\$2.70
Sylvania	20908	FP14/835/ECO	\$2.70
Sylvania	20914	FP14/841/ECO	\$2.70
Sylvania	23116	F30T8CW	\$4.00
Sylvania	25122	F48T12CW	\$7.40

**Compact Fluorescent Lamps**

<b>Brand</b>	<b>Product Number</b>	<b>Description</b>	<b>Price</b>
Sylvania	21278	CF5DS/841/ECO	\$1.55
Sylvania	21272	CF9DS/827/ECO	\$1.55
Sylvania	21136	CF13/DS/827/ECO	\$1.75
Sylvania	20585	FT40DL/835/RS/ECO	\$5.45
Sylvania	21109	CF18DD/827/ECO	\$2.45
Sylvania	20682	CF13DD/E/827/ECO	\$2.45
Sylvania	21111	CF18DD/841/ECO	\$2.45

Contractor Initials 

Date 11/14/2023

Sylvania	20673	CF26DD/E/835/ECO	\$2.55
Sylvania	20672	CF18DD/E/835/ECO	\$2.55
Sylvania	20682	CF26DT/E.IN841/ECO	\$6.90
Sylvania	21101	CF26DT/E/IN/21W/835/ss/ECO	\$4.90
Sylvania	21113	CF26DD/827/ECO	\$2.55
Sylvania	21117	CF13DD/827/ECO	\$2.55
Sylvania	20721	CF13DD/E/830/ECO	\$2.45
Sylvania	21118	CF13DD/835/ECO	\$2.55
Sylvania	20667	CF13DD/E/841/ECO	\$2.45
Sylvania	21134	CF13DS/841/ECO	\$1.75
Sylvania	20668	CF18DD/E/841/ECO	\$2.55
Sylvania	20871	CF42DT/E/IN/835/ECO	\$4.70
Sylvania	21107	CF32DT/E/IN/28W/835/SS/ECO	\$6.25
Sylvania	20885	CF32DT/E/IN/835/ECO	\$4.65
Sylvania	74587	LED4.5G25DIM/827FILG2RP	\$2.45
Sylvania	40734	LED16A19DIMO827URP	\$3.40
Sylvania	41053	LED11PAR30LNDIM830FL4013YGLWRP	\$4.75
Sylvania	73954	LED9/BR30DIM82710YVRP2	\$1.70
Sylvania	41718	LED9.5/PB/G24Q/ODIM/841/SUB	\$7.50

### Hi Intensity Discharge Lamps

Brand	Product Number	Description	Price
Sylvania	58857	1500T3Q/CL-240V	\$3.50
Sylvania	58999	100T3Q/S/CL-120V	\$1.81
Sylvania	64417	MP100/U/MED	\$16.00
Sylvania	64032	M250/U/ED28	\$16.00
Sylvania	64818	M/100/U/MED	\$14.00
Sylvania	64034	M400/U/ED28	\$17.00
Sylvania	64469	M1000/U/BT37	\$20.50
Sylvania	67506	LU100/MED	\$11.00

### LED Lamps

Brand	Product Number	Description	Price
Sylvania	74398	LED5.5A19DIMO830U	\$2.15
Sylvania	73885	LED8.5A19F82710YVRP	\$1.20
Sylvania	41692	LED8.5PBGG24DV8SC1AB	\$8.25
Sylvania	40043	LED9A19DIMO830URP	\$2.00
Sylvania	41276	LED12T8L48FGDIM841SUBG9	\$5.00
Sylvania	41452	LED12T8/L48/FG/841/BFG2	\$5.00
Sylvania	41453	LED12T8/L48/FG/850/BFG2	\$5.00
Sylvania	41828	LED15T8L48FGDIM841SUBG9	\$4.68
Sylvania	40736	LED16A19DIMO850URP	\$3.45
Sylvania	40997	LED10T8L36FG841SUBG9	\$5.50
Sylvania	79292	LED14A19F82710YVRP	\$1.95
Sylvania	40582	LED13T8UFPDIM841SUBG8	\$11.25
Sylvania	41360	LED60GARAGE865MED	\$28.00

Sylvania	41724	TYPE L: LED9PBG24DO830AB	\$9.25
Sylvania	79294	LED14A19FB5010YVRP	\$1.90

**Fluorescent Magnetic Ballast**

Brand	Product Number	Description	Price
Sylvania	75304	QTP2X40T12UNVRS-SC	\$17.80
Sylvania	75303	QTP2X96T12HOUNVRS-SC	\$33.37

**Fluorescent Electronic Ballast**

Brand	Product Number	Description	Price
Sylvania		IOPA2P32N35I	\$14.50
Sylvania		IOPA3P32N35I	\$16.00
Sylvania		IOPA4P32N35I	\$17.75
Sylvania	75871	LHE2X28T5UNVPSN	\$24.00
Sylvania	49429	QHE-2X40DL/UNV-ISN-SC	\$24.00
Sylvania	51475	QHE-2X54T5HO/UNV-PSN-HT	\$25.00
Sylvania	75861	LHE2X32T8UNVISNSBC	\$10.25
Sylvania	75872	LHE4X54T5HOUNVPSNHTSCLDOE	\$44.00
Sylvania	75867	LTP2X26CFUNV	\$22.00
Sylvania	75861	LHE2X32T8UNVISNSBC	\$10.25
Sylvania	49130	QTO-2X54T5HO/UNV-PSN	\$24.00
Sylvania	49135	QTP2X54T5/HO-UNV-PSN-HT	\$25.00

**Balance of Product Line**

For lamps not listed: Price shall be net or trade net price less a discount of 60%. All quoted discounts shall be the same for standard and broken packages.

For ballast not listed: Price shall be net or trade net price less a discount of 60%. All quoted discounts will be the same for standard and broken packages.

**11. INVOICE:**

Itemized invoices shall be submitted to the individual agency after the completion of work/delivery. Invoices must clearly indicate quantity, part number, description, packaging, date of delivery, contract net prices quoted or stated less discount listed (where applicable), final net price, line extension and contract number.

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

Payment shall be made by ACH or P-card.

The invoice shall be sent to the address of the using agency under agreement.

**12. 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>.

*PJD*

**EXHIBIT D - RFB 2801-24**

RFB #2801-24 is incorporated here within.

Contractor Initials PJD  
Date 11/14/2023

**EXHIBIT E - CONTRACTOR'S BID**

Contractor's bid is incorporated here within.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SONEPAR DISTRIBUTION NEW ENGLAND, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 01, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 316936

Certificate Number: 0006332799



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

**SONEPAR DISTRIBUTION NEW ENGLAND, INC.**

**SECRETARY'S CERTIFICATE**

November 1, 2023

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

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

1. The following individual has been appointed an authorized representative of the Company and is duly authorized and has full power and authority to make, enter into, and execute contracts, documents, certificates, and other instruments on behalf of the Company in accordance with the Company's corporate governance documents and contract review and approval policy, including with the State of New Hampshire and any of its agencies or departments:

Peter Dunn

2. The appointment set forth above have not been revoked, rescinded, or otherwise modified and remain in full force and effect as of the date hereof.
3. 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.

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

SONEPAR DISTRIBUTION NEW ENGLAND, INC.

By:   
Peter Bruhn, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			10CSES60208	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$100,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Call Ded \$25,000 <input checked="" type="checkbox"/> Comp Ded \$25,000			10 CSE S60203 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG46663044	01/01/2023	01/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	10WNS60200 AOS 10WBRS60201 WI, MA	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

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

Holder Identifier :

570099134748

Certificate No :





# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
25 Capitol Street – Room 102  
Concord, New Hampshire 03301

REC'D DAS BOPP  
23 OCT 13 AM 9:49:44

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Gary Lunetta  
Director  
(603) 271-2201

## INVITATION TO BID

October 13, 2023

NOTICE OF BID # **2801-24**

TITLE: **CONTRACT: Electrical Lamps and Ballasts**

SUBMISSION DEADLINE DATE AND TIME: **October 13, 2023 10:00 AM EST**

The State of New Hampshire is soliciting bid requests for the above. To participate, please go to the State of New Hampshire, Department of Administrative Services (DAS), Bureau of Purchase and Property Website at:

### Current Bidding Opportunities \*

\*Note: If link does not work, please type <https://apps.das.nh.gov/bidscontracts/bids.aspx>

- Click on the "Search by Bid #" field and enter in the bid number above.
- Click on "Search" button to bring up the listing.
- In the column below "Bid #" click on the link to view the bid packet.
- All attachments and addenda will appear in the following columns.

Prior to submitting your bids, be sure to check this site to see if any addenda have been issued.

Sincerely,  
Andrea Olsson  
Purchasing Agent  
Telephone: 603-271-7272  
E-mail: [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

### **Enclosed:**

- Notarized STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER
- Signed Addendum #1
- State of New Hampshire Department of State "Good Standing"
- 2801-24-Offer Section 1,2: Lamp and Ballast (*Sent Electronically upon request*)
- NorthEast Electrical A Sonepar Company Location Map/Contact List
- NorthEast Electrical A Sonepar Company Line Card, Project Team, Solutions and Services, Solar PV Solutions
- Business Card

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 10/12/2023

Company Name: Sonepar Distribution NE, Inc., d/b/a NorthEast Electrical

Address: 22 Bridge Street

Concord, NH 03301

To: Point of Contact: Andrea Olsson
Telephone: (603)-271-7272
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Electrical Lamps and Ballasts
Bid Number: 2801-24
Bid Posted Date (on or by): 9/22/2023
Bid Closing Date and Time: October 13, 2023 @ 10:00AM (EST)
Dear Ms. Olsson,

[Insert name of signor] Peter J Dunn, on behalf of Sonepar Distribution NE, Inc., d/b/a Northeast Electrical/Rockingham Electric [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 # 2801-24 for Electrical Lamps and Ballasts at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

Authorized Signor's Signature Peter J Dunn Authorized Signor's Title Account Manager
10/12/2023

County of Hillsborough, State of New Hampshire
On this 12 day of October, 2023
Peter John Dunn
known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument.
Drivers License, Notary Public

Nicole L. Twiss



**REQUEST FOR BID FOR ELECTRICAL LAMPS AND BALLASTS FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supply and delivery of electrical lamps and ballasts to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

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

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

**BID INQUIRIES:**

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

Questions shall be submitted by email to Andrea Olsson at [Andrea.I.Olsson@DAS.NH.Gov](mailto:Andrea.I.Olsson@DAS.NH.Gov).

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

**BID DUE DATE:**

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

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

**ADDENDA:**

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

**TIMELINE:**

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

9/22/2023	Bid Solicitation distributed on or by
10/2/2023	Last day for questions, clarifications, and/or requested changes to bid
10/13/2023	10:00AM (EST) Bid Closing
01/01/2024	Implementation of Contract

**TERMS OF SUBMISSION:**

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

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

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

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

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

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

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

**CONTRACT TERM:**

The term of the contract shall commence on January 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2028 a period of approximately five (5) years.

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

**CONTRACT AWARD:**

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

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

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

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

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

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

**LIABILITY:**

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

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

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

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>.
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.

- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices may be adjusted annually after the one-year anniversary date (January 1, 2025) of the resultant contract. All 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.

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

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

Updated Published Price List MUST be e-mailed to [Andrea.I.Olsson@DAS.NH.Gov](mailto:Andrea.I.Olsson@DAS.NH.Gov).

**PRICE ADJUSTMENTS:**

After the one-year anniversary date of the resultant contract, the successful Vendor shall be permitted to request price increases annually, with any adjusted pricing taking effect upon approval by the Department of Administrative Services. Requests for price increases must be received in writing at the Department of Administrative Services, Bureau of Purchase and Property a minimum of 20 calendar days prior to the proposed effective date as listed above. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.

The annual increase for any item shall not exceed 3.5% and in no case shall it exceed the documented percentage of increase levied on the contractor by the manufacturer. Requests for price increases may only be based on increased manufacturer prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost. Contractor shall also pass on to the State any price decreases as soon as they become available to the general trade. The Bureau of Purchase and Property will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

**AUDITS AND ACCOUNTING:**

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

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

**ESTIMATED USAGE:**

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

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Andrea Olsson at The Bureau of Procurement & Support Services and sent electronic to [Andrea.I.Olsson@DAS.NH.Gov](mailto:Andrea.I.Olsson@DAS.NH.Gov). At a minimum, the Report shall include:

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

**ESTABLISHMENT OF ACCOUNTS:**

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

**ELIGIBLE PARTICIPANTS:**

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

**PAYMENT:**

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

**INVOICING:**

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

Invoices must clearly indicate quantity, part number, description, packaging, date of delivery, contract net prices quoted or stated price list less discount listed (where applicable), final net price net price, line extension and contract number.

**TERMS OF PAYMENT:**

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

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>. It is a prospective Vendor’s responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor’s responsibility to access our website for any posted addenda. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked. It is the prospective Vendor’s responsibility to forward a signed copy of any addendum requiring the Vendor’s signature to the Bureau of Purchase and Property with the bid response.

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

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

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State’s Contracting Office listed in Box 1.9 of Form P-37. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

**IF AWARDED A CONTRACT:**

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

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature

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

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

**SPECIFICATION COMPLIANCE:**

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

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all 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. If products other than Sylvania are bid, please indicate the brand, product number and description on the attached “Offer Sheet”.

Acceptable Lamp Brands:

- Philips
- General Electric
- Sylvania

Acceptable Ballast Brands (All ballasts must be UL listed and approved):

- Advance
- Valmont
- Magnetek
- Sylvania
- Motorola
- General Electric
- Lutron

**SPECIFICATIONS:**

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

Contractor Initials   PJP    
Date   10/12/2023

**SCOPE OF WORK:**

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

**Ordering:** State agencies will place their orders direct to the Successful Vendor by electronic order/website, by email, by FAX, or they may establish a standard delivery order. There shall be no minimum orders required under the resultant contract.

**Delivery Time:** Stock items shall be delivered within 2 business days. The State of New Hampshire will expect a 75% minimum fill rate on orders placed. Deliveries for back ordered or special order items shall be within ten (10) business days unless special arrangements are made between the requesting agency and the Vendor. Use of a private carrier to made deliveries does not relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**Packing Slips:** Packing slips are to list the product number, product name/description and contract number.

**Restocking Fee:** There shall be no restocking fee for stock items. Up to 10% restocking fee shall be allowed for special order items.

**Warranty:** The successful Vendor shall provide a ballast warranty of no less than 5 years with an allowance of \$10.00 per ballast.

**Technical Assistance:** The successful Vendor shall have trained, knowledgeable personnel or staff that can provide technical assistance to State personnel when requested.

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

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

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

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

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

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

**WARRANTY REQUIREMENTS:**

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

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

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

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

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

**NON-EXCLUSIVE CONTRACT:**

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

**DISASTER RECOVERY:**

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

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

**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within two (2) business days from the placement of the order for stock items. Special orders and back-ordered items shall be delivered within 10 business days unless special arrangements are made between the requesting Agency and the successful Vendor.

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

Contractor Initials   
Date 10/12/2025

**RETURNED GOODS:**

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

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

**OFFER:**

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Vendors must bid on at least 80% of line items in each category on the Offer Sheet for Lamps and Ballast to be considered compliant. There are separate tabs for Lamps and Ballast. Quotes in lieu of a completed offer sheet will not be accepted.

See Attachment 2: Offer Sheet

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

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**VENDOR CONTACT INFORMATION:**

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

Peter J Dunn

Contact Person

peter.dunn@needco.com

E-mail Address

Sonepar Distribution NE., INC  
d/b/a NorthEast Electrical/Rockingham Electric

Vendor Company Name

603-227-9923 Store  
603-235-5994 Mobile

Local Telephone Number

www.needco.com

Company Website

NorthEast Electrical

Vendor Address

22 Bridge Street, Concord, NH 03301

1-800-579-8723

Toll Free Telephone Number

#: 175217

Vendor Number

00-196-9591

DUNS and/or SAM.GOV Number

**DELIVERY LOCATIONS:**

Delivery shall be F.O.B destination to any location within the State of New Hampshire. Partial shipments will be made only upon consent of the using Agency. The Agency may pick up from the successful Vendor's warehouse.

**ATTACHMENTS:**

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

- Attachment 1: Sample P-37 Form
- Attachment 2: Offer Sheet

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

**THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:**

# Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

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Passcode: uhVgSM

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nhgov@m.webex.com

Video Conference ID: 112 340 957 2

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**Or call in (audio only)**

+1 603-931-4944,,672063648# United States, Concord

Phone Conference ID: 672 063 648#

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**ATTACHMENT 1**

SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**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 Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <p align="right">Date:</p>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <p align="right">Date:</p>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials             
Date 10/12/2023

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual

orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in

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

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

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

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

**19. CHOICE OF LAW AND FORUM.**

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

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

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

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

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

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

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

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

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SONEPAR DISTRIBUTION NEW ENGLAND, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 01, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **316936**

Certificate Number: **0006332799**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of October 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



**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: October 4, 2023

**ADDENDUM # 01 TO BID INVITATION 2801-24**

**DATE AND TIME OF BID CLOSING: 10/13/2023 10:00 AM**

**FOR: Electrical Lamps and Ballast**

Question 1: Who is your current vendor and what is the pricing?

**State Response: Any current vendor information can be found at NH.gov using the following link:**  
<https://apps.das.nh.gov/bidscontracts>

Question 2: Will this contract be awarded to one or several vendors?

**State Response: This contract will be awarded to a single vendor.**

Question 3: Below are all discontinued – how should we proceed?

**State Response: Please disregard the items below. They have been removed from the offer sheet. Please see attached NEW offer sheet.**

<b>HID BALLAST METAL HALIDE</b>	
Sylvania #47019	M100MULTIKIT
Sylvania #47243	M175SUPER5KIT
Sylvania #47265	M250SUPER5KIT
Sylvania #47338	M400SUPER5KIT
<b>HID BALLAST – HIGH PRESSURE SODIUM</b>	
Sylvania #47335	LU150/MULTI-KIT
Sylvania #47634	LU250SUPERKIT
Sylvania #47647	LU400SUPER5KIT
Sylvania #47301	LU70/MULTI-KIT
Sylvania #47659	LU1000SUPER5KIT
<b>HID BALLAST – METAL HALIDE PULSE START</b>	
Sylvania #47676	M320MULTIPSKIT
Sylvania #47400	M400SUPER5PSKIT

Question 4: The items below are discontinued with stock. How should we proceed?

**State Response: Please disregard the items below. They have been removed from the offer sheet. Please see attached NEW offer sheet.**

Sylvania #51470	QHE-2X54T5HO-UNV-PSN
Sylvania #49853	QHE-2X32T8/UNV-ISN-SC
Sylvania #49855	QHE-3X32T8/UNV-ISN-SC
Sylvania #49157	QHES2X32T8/UNV-PSN-SC
Sylvania #49857	QHE-4X32T8/UNV-ISN-SC
Sylvania #49861	QHE-1X32T8/UNV-ISL-SC
Sylvania #50736	QHE2X32T8/UNV/DIM/TC

Question 5: How will you award contract, if vendors supply a different and varied “market basket”?

**State Response:** Vendors are now required to bid on ALL items contained in the "Lamps" section and the "Ballast" section to be considered compliant. Alternate brands may be provided. Please provide alternate brand name, product numbers and descriptions when completing the Offer Sheet. Acceptable brands are listed below.

**Bid Currently Reads:**

**Acceptable Lamp Brands:**

- Philips
- General Electric
- Sylvania

**Acceptable Ballast Brands (All ballast must be UL listed and approved):**

- Advance
- Valmont
- Magnetek
- Sylvania
- Motorola
- General Electric
- Lutron

**Change Bid to Read:**

**Acceptable Lamp Brands:**

- Philips is now Signify, either brand may be bid
- General Electric is now GE Lighting, a Savant Systems, Inc. Company
- Sylvania remains for traditional lamps, LED Products may be bid as LedVance or Sylvania, as appropriate

**Acceptable Ballast Brands (All ballast must be UL listed and approved):**

- Advance is now Philips Advance
- ~~Valmont~~ (no longer acceptable)
- MagneTek is now Universal Douglas
- Sylvania is now LedVance
- ~~Motorola~~ (no longer acceptable)
- General Electric is now GE Lighting, a Savant Systems, Inc. Company
- ~~Lutron~~ (no longer acceptable)

**Bid Currently Reads (Offer Sheet):**

"You must bid on at least 80% of line items in each category (where applicable) to be considered compliant."

**Change Bid to Read (Offer Sheet):**

"You must bid on ALL line items to be considered compliant"

**PURCHASING AGENT: ANDREA OLSSON**

**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

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

RESPONDENT BUSINESS NAME: SONEPAR NE Inc., d/b/a NORTHEAST ELECTRIC  
Rockingham ELEC

ADDRESS: 22 BRIDGE ST. CONCORD, NH 03301

PRINT NAME: PETER J. DUNN SIGNATURE: 

TEL. NO. 603 235-5994 EMAIL ADDRESS: peter.lum@needco.com

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SONEPAR DISTRIBUTION NEW ENGLAND, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 01, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **316936**

Certificate Number: **0006332799**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

2801-24 Offer  
Section 1: Lamps

**PLEASE INDICATE WHICH MANUFACTURER YOU ARE BIDDING ON Providing pricing for only one manufacturer for each line**

**IF YOU ARE NOT BIDDING SYLVANIA LIGHTING, PLEASE PROVIDE ALTERNATE BRAND NAME, PRODUCT NUMBERS & DESCRIPTIONS.**

**YOU MUST BID ON ALL LINE ITEMS TO BE CONSIDERED COMPLIANT**

SYLVANIA			PHILIPS/SIGNIFY LIGHTING			G.E. LIGHTING					
FLUORESCENT LAMPS											
BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION	EST. ANNUAL USAGE	Unit Cost	Extended Cost
SYLVANIA	21781	FO32/841/ECO	PHILIPS			GE			3500	\$2.45	\$8,575.00
SYLVANIA	21779	FO32/835/ECO	PHILIPS			GE			1700	\$2.45	\$4,165.00
SYLVANIA	21767	FO32/841/XP/ECO	PHILIPS			GE			225	\$3.53	\$794.25
SYLVANIA	21777	FO32/830/ECO	PHILIPS			GE			50	\$2.45	\$122.50
SYLVANIA	22052	FBO32/741/6/ECO	PHILIPS			GE			150	\$8.75	\$1,312.50
SYLVANIA	22179	FO28/841/XP/SS/ECO	PHILIPS			GE			250	\$3.85	\$962.50
SYLVANIA	22450	FO32/25W/841/XV/SS/ECO	PHILIPS			GE			500	\$4.65	\$2,325.00
SYLVANIA	22234	FO32/25W/841/XP/XL/SS/ECO3	PHILIPS			GE			500	\$4.20	\$2,100.00
SYLVANIA	22438	FO32/V41/ECO	PHILIPS			GE			1700	\$2.80	\$4,760.00
SYLVANIA	22437	FO32/V35/ECO	PHILIPS			GE			250	\$2.80	\$700.00
SYLVANIA	22137	FO17/841/ECO	PHILIPS			GE			500	\$2.25	\$1,125.00
SYLVANIA	24441	F40CW	PHILIPS			GE			125	\$2.90	\$362.50
SYLVANIA	21671	FBO32/841/6/ECO	PHILIPS			GE			125	\$10.00	\$1,250.00
SYLVANIA	*****28708	FBO32/735/6/ECO	SYLVANIA	22051	FBO32/735/6/ECO	GE			100	\$8.50	\$850.00
SYLVANIA	21670	FBO32/835/6/ECO	PHILIPS			GE			50	\$10.00	\$500.00
SYLVANIA	22136	FO17/835/ECO	PHILIPS			GE			60	\$3.85	\$231.00
SYLVANIA	22139	FO25/835/ECO	PHILIPS			GE			60	\$2.65	\$159.00
SYLVANIA	22140	FO25/841/ECO	PHILIPS			GE			50	\$7.11	\$355.50
SYLVANIA	20902	FP28/841/ECO	PHILIPS			GE			500	\$2.70	\$1,350.00
SYLVANIA	20901	FP28/835/ECO	PHILIPS			GE			300	\$2.70	\$810.00
SYLVANIA	20904	FP54/835/HO/ECO	PHILIPS			GE			125	\$2.45	\$306.25
SYLVANIA	20906	FP54/841/HO/ECO	PHILIPS			GE			350	\$2.45	\$857.50
SYLVANIA	20929	FP24/835/HO/ECO	PHILIPS			GE			200	\$2.70	\$540.00
SYLVANIA	20908	FP14/835/ECO	PHILIPS			GE			150	\$2.70	\$405.00
SYLVANIA	20914	FP14/841/ECO	PHILIPS			GE			75	\$2.70	\$202.50
SYLVANIA	23116	F30TBCW	PHILIPS			GE			50	\$4.00	\$200.00
SYLVANIA	25122	F48T12CW	PHILIPS			GE			50	\$7.40	\$370.00

									TOTAL		\$35,691.00
COMPACT FLUORESCENT LAMPS											
BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION	EST ANNUAL USAGE	Unit Cost	Extended Cost
SYLVANIA	21278	CF5DS/841/ECO	PHILIPS			GE			100	\$1.55	\$155.00
SYLVANIA	21272	CF9DS827/ECO	PHILIPS			GE			75	\$1.55	\$116.25
SYLVANIA	21136	CF13DS/827/ECO	PHILIPS			GE			175	\$1.75	\$306.25
SYLVANIA	20585	FT40DL/835/RS/ECO	PHILIPS			GE			125	\$5.45	\$681.25
SYLVANIA	21109	CF18DD/827/ECO	PHILIPS			GE			125	\$2.45	\$306.25
SYLVANIA	20682	CF13DD/E/827/ECO	PHILIPS			GE			50	\$2.45	\$122.50
SYLVANIA	21111	CF18DD/841/ECO	PHILIPS			GE			50	\$2.45	\$122.50
SYLVANIA	20673	CF26DD/E/835/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	20672	CF18DD/E/835/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	20882	CF26DT/E/IN841/ECO	PHILIPS			GE			50	\$6.90	\$345.00
SYLVANIA	21101	CF26DT/E/IN/21W/835/SS/ECO	PHILIPS			GE			50	\$4.90	\$245.00
SYLVANIA	21113	CF26DD/827/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	21117	CF13DD/827/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	20721	CF13DD/E/830/ECO	PHILIPS			GE			50	\$2.45	\$122.50
SYLVANIA	21118	CF13DD/835/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	20667	CF13DD/E/841/ECO	PHILIPS			GE			100	\$2.45	\$245.00
SYLVANIA	21134	CF13DS/841/ECO	PHILIPS			GE			50	\$1.75	\$87.50
SYLVANIA	20668	CF18DD/E/841/ECO	PHILIPS			GE			50	\$2.55	\$127.50
SYLVANIA	20871	CF42DT/E/IN/835/ECO	PHILIPS			GE			75	\$4.70	\$352.50
SYLVANIA	21107	CF32DT/E/IN/28w/835/SS/ECO	PHILIPS			GE			50	\$6.25	\$312.50
SYLVANIA	20885	CF32DT/E/IN/835/ECO	PHILIPS			GE			250	\$4.65	\$1,162.50
SYLVANIA	***74334	LED4.5G25DIM/827FIL**DISCONT	SYLVANIA	74587	LED4.5G25DIM/827FILG2RP	GE			25	\$2.45	\$61.25
SYLVANIA	40734	LED16A19DIM0827URP	PHILIPS			GE			50	\$3.40	\$170.00
SYLVANIA	41053	LED11PAR30LNDIM830FL4013YGLWRP	PHILIPS			GE			25	\$4.75	\$118.75
SYLVANIA	73954	LED9BR30DIM82710YVRP2	PHILIPS			GE			25	\$1.70	\$42.50
SYLVANIA	***75039	LED9/PB/GX24Q/V/841**DISCONT	SYLVANIA	41718	LED9.5/PB/G24Q/ODIM/841/SUB	GE			50	\$7.50	\$375.00
									TOTAL		\$6,215.00
HIGH INTENSITY DISCHARGE LAMPS											

BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION	BRAND	PRODUCT NUMBER	DESCRIPTION			
SYLVANIA	58857	1500T3Q/CL-240V	PHILIPS			GE			25	\$3.50	\$87.50
SYLVANIA	58999	100T3Q/S/CL-120V	PHILIPS			GE			10	\$1.81	\$18.10
SYLVANIA	64417	MP100/U/MED	PHILIPS			GE			50	\$16.00	\$800.00
SYLVANIA	64032	M250/U/ED28	PHILIPS			GE			50	\$16.00	\$800.00
SYLVANIA	64818	M/100/U/MED	PHILIPS			GE			25	\$14.00	\$350.00
SYLVANIA	64034	M400/U/ED28	PHILIPS			GE			25	\$17.00	\$425.00
SYLVANIA	64469	M1000/U/BT37	PHILIPS			GE			10	\$20.50	\$205.00
SYLVANIA	67506	LU100/MED	PHILIPS			GE			30	\$11.00	\$330.00
									<b>TOTAL</b>		\$3,015.60
<b>LED LAMPS</b>											
SYLVANIA	74398	LED5.5A19DIMO830U	PHILIPS			GE			50	\$2.15	\$107.50
SYLVANIA	73885	LED8.5A19F82710YVRP	PHILIPS			GE			500	\$1.20	\$600.00
SYLVANIA	41692	LED8.5PBG24DV8SC1AB	PHILIPS			GE			200	\$8.25	\$1,650.00
SYLVANIA	40043	LED9A19DIMO830URP	PHILIPS			GE			50	\$2.00	\$100.00
SYLVANIA	41276	LED12T8L48FGDIM841SUBG9	PHILIPS			GE			250	\$5.00	\$1,250.00
SYLVANIA	***75007	LED12T8/L48/FG/841/BF*DISCONT	SYLVANIA	41452	LED12T8/L48/FG/841/BFG2	GE			150	\$5.00	\$750.00
SYLVANIA	41453	LED12T8/L48/FG/850/BFG2	PHILIPS			GE			125	\$5.00	\$625.00
SYLVANIA	41452	LED12T8/L48/FG/841/BFG2	PHILIPS			GE			75	\$5.00	\$375.00
SYLVANIA	41828	LED15T8L48FGDIM841SUBG9	PHILIPS			GE			75	\$4.68	\$351.00
SYLVANIA	40736	LED16A19DIMO850URP	PHILIPS			GE			200	\$3.45	\$690.00
SYLVANIA	40997	LED10T8L36FG841SUBG9	PHILIPS			GE			75	\$5.50	\$412.50
SYLVANIA	79292	LED14A19F82710YVRP	PHILIPS			GE			50	\$1.93	\$96.50
SYLVANIA	40582	LED13T8UFPDIM841SUBG8	PHILIPS			GE			50	\$11.25	\$562.50
SYLVANIA	41360	LED60GARAGE865MED	PHILIPS			GE			50	\$28.00	\$1,400.00
SYLVANIA	41724	TYPE L: LED9PBG24DO830AB	PHILIPS			GE			25	\$9.25	\$231.25
SYLVANIA	79294	LED14A19F85010YVRP	PHILIPS			GE			25	\$1.90	\$47.50

**TOTAL** \$9,248.75  
**GRAND TOTAL** \$54,170.35

**Section I - LAMPS BALANCE OF PRODUCT LINE DISCOUNT**

FOR LAMPS OTHER THAN THOSE LISTED: UTILIZE SUGGESTED USER NET PRICES LESS DISCOUNT OF 60% OFF TRADE SERVICE COL-3  
THE PERCENT DISCOUNT SHALL BE THE SAME FOR STANDARD OR BROKEN PACKAGING  
BIDDER TO STATE ID # AND DATE OF REFERENCED PRICE LIST  
PLEASE ENCLOSE A COPY OF ALL LISTED PRICE LIST WITH BID OFFER

2801-24 Offer Section 2: Ballast		PLEASE INDICATE WHICH MANUFACTURER YOU ARE BIDDING ON						
		IF YOUR ARE BIDDING OTHER THAN SYLVANIA, PLEASE PROVIDE ALTERNATE PRODUCT NUMBERS & DESCRIPTIONS FOR THESE ITEMS						
		YOU MUST BID ON ALL LINE ITEMS TO BE CONSIDERED COMPLIANT						
SYLVANIA		BRAND:		BRAND:		Estimated Annual Usage	Unit Cost	Extended Cost
PRODUCT #	DESCRIPTION	PRODUCT #	DESCRIPTION	PRODUCT #	DESCRIPTION			
<b>FLUORESCENT/MAGNETIC BALLAST</b>								
75304	QTP2X40T12UNVRS-SC					20	\$17.80	\$356.00
75303	QTP2X96T12HOUNVRS-SC					20	\$33.37	\$667.40
							<b>TOTAL:</b>	<b>\$1,023.40</b>
<b>FLUORESCENT/ELECTRONIC BALLAST</b>								
Sylvania	IOPA2P32N35I					200	\$14.50	\$2,900.00
Sylvania	IOPA3P32N35I					100	\$16.00	\$1,600.00
Sylvania	IOPA4P32N35I					100	\$17.75	\$1,775.00
Sylvania	ICN2S28T35I	75871	LHE2X28T5UNVPSN	SYLVANIA		50	\$24.00	\$1,200.00
Sylvania	ICN2TTP40SC35M	49429	QHE-2X40DL/UNV-ISN-SC	SYLVANIA		50	\$24.00	\$1,200.00
Sylvania	ICN2S28N35I	75871	LHE2X28T5UNVPSN	SYLVANIA		40	\$24.00	\$960.00
Sylvania	ICN2S54T35I	51475	QHE-2X54T5HO/UNV-PSN-HT	SYLVANIA		25	\$25.00	\$625.00
Sylvania	ICN1P32N35I	75861	LHE2X32T8UNVISNSBC	SYLVANIA		10	\$10.25	\$102.50
Sylvania	ICN4S5490C2LSG35I	75872	LHE4X54T5HOUNVPSNHTSCLDOE	SYLVANIA		10	\$44.00	\$440.00
Sylvania	ICF2S26H1LDK	75867	LTP2X26CFUNV	SYLVANIA		50	\$22.00	\$1,100.00
Sylvania	IOPA1P32N35I	75861	LHE2X32T8UNVISNSBC	SYLVANIA		25	\$10.25	\$256.25
Sylvania #49130	QTP-2X54T5HO/UNV-PSN					25	\$24.00	\$600.00
Sylvania #49135	QTP2X54T5/HO-UNV-PSN-HT					10	\$25.00	\$600.00
							<b>TOTAL:</b>	<b>\$13,358.75</b>
<b>LED DRIVER</b>								
Sylvania #57422	OTI851202772A3DIML					20	\$51.00	\$1,020.00
Sylvania	XI050C140V054DSM1M					20	\$68.00	\$1,360.00
Sylvania #57351	OTI40W1202771A4DIM1**DISCONT	75852	LEDRV40UNVC1400DIM1AUX12HFC52			25	\$40.00	\$1,000.00
							<b>TOTAL:</b>	<b>\$3,380.00</b>
							<b>GRAND TOTAL:</b>	<b>\$17,762.15</b>

**Section II - BALLAST - BALANCE OF PRODUCT LINE**

FOR BALLAST OTHER THAN THOSE LISTED: NET OR TRADE NET PRICE LESS PERCENT OF DISCOUNT.

ALL QUOTED DISCOUNTS WILL BE THE SAME FOR STANDARD AND BROKEN PACKAGES.

BALLAST GROUP DISCOUNT 60% OFF TRADE SERVICE COL-3

DATE AND NUMBER OF PRICE LIST REFERENCE NUMBER TRADE SERVICE COL-3 DATED 10-12-23 ( ALL MULTIPLIERS WILL LBE OFF CURRENT TRADE SHEETS MOVING FORWARD)

BALLAST WARRANTY WILL NOT BE LESS THAN FIVE (5) YEARS WITH AN ALLOWANCE AMOUNT \$10.00 PER BALLAST