



Charles M. Arlinghaus
Commissioner

State of New Hampshire

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

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 16, 2024

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 White Cap Supply Holdings, LLC (VC#230669), Norcross, GA, in an amount up to and not to exceed \$1,926,190.20 for bridge materials, miscellaneous, with the option to renew for up to an additional two years effective upon Governor and Executive Council approval for the period of November 1, 2024, through October 31, 2029.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued request for bid (RFB) 2897-24 on May 6, 2024, with responses due on June 3, 2024. This RFB reached 119 vendors through the NIGP electronic sourcing platform with an additional 6 vendors directly sourced. There were 2 compliant responses received with the incumbent contractor, White Cap Supply Holdings, LLC submitting the lowest total pricing. White Cap Supply Holdings, LLC's pricing represents a cost avoidance of \$140,723.85 when compared to other respondents pricing. It is important to note that White Cap Supply Holdings, LLC provided a minimal increased amount of \$23,900.25 compared to the current contract pricing. This request is to award White Cap Supply Holdings, LLC the bridge materials, miscellaneous contract in order to provide bridge and road repair products at competitive prices statewide.

The requested price limitation for this contract is \$1,926,190.20 and is inclusive of anticipated State approved project needs (i.e., balance of product and unforeseen damage repairs to State bridge and road infrastructure for the 5-year term of the requested contract), in conjunction with a price increase escalation clause keyed to industry changes that can be exercised on the anniversary date of the contract. Price decreases shall be effective immediately as they become effective to the general trade.

Upon approval, the requested contract will allow for cost effective and efficient sourcing of bridge maintenance and repair products including, but not limited to, cement products, joint filler, sealer, membrane, and bitumen epoxy waterproofing for all State agencies and eligible participants.

| Contract financials | |
|---|----------------|
| Estimated term spend (5 year) | \$1,751,082.00 |
| Allowance for balance of product & unforeseen needs | \$175,108.20 |
| Recommended price limitation | \$1,926,190.20 |

Based on the foregoing, I am respectfully recommending approval of the contract with White Cap Supply Holdings, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



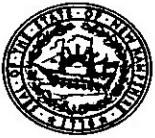
Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB 2897-24 Bid Summary

| | | | |
|-----------------|---------------------------------|-------------|------------|
| Bid Description | Bridge Materials, Miscellaneous | Agency | Statewide |
| RFB# | 2897-24 | | |
| Agent Name | Liz Moskalenko | Bid Closing | 06/03/2024 |

| Description | UOM | Estimated Usage | White Cap L.P. | | Bart Richard Woodward Corp | | Overall Cost Avoidance |
|---|-------------|-----------------|----------------|--------------------|----------------------------|--------------------|------------------------|
| | | | Price Each UOM | Extended Price | Price Each UOM | Extended Price | |
| SECTION 1 - Cement Products | | | | | | | |
| Fast Set Non-Shrink Patching Mortar (For Bridge Deck Repair), approx 60 bags per pallet - Product: BASF, MasterEmaco T 1060 -To be delivered on covered pallets | 50# Bag | 800 | \$27.00 | \$21,600.00 | \$49.80 | \$39,840.00 | \$18,240.00 |
| Fast Setting Patch Mortar - Indicative of: BASF Master Emaco N426, Spec Chem Rep Con V/O. Offered Manufacturer/Brand: _____ | 50 Gal Pail | 100 | \$52.50 | \$5,250.00 | \$86.00 | \$8,600.00 | \$3,350.00 |
| | | | | \$26,850.00 | | \$48,440.00 | \$21,590.00 |
| SECTION 2 - Joint Filler | | | | | | | |
| Joint Filler - Product: Sika Corporation, Sikaflex Joint Filler I A Limestone | 10 oz. tube | 755 | \$6.25 | \$4,718.75 | \$12.00 | \$9,060.00 | \$4,341.25 |
| Joint Filler - Product: Sika Corporation, Sikaflex Primer 429 | Pint | 6 | \$30.00 | \$180.00 | \$60.00 | \$360.00 | \$180.00 |
| | | | | \$4,898.75 | | \$9,420.00 | \$4,521.25 |
| SECTION 3 - Sealer | | | | | | | |
| Concrete Sealer - Sika Corporation, SikaGuard 62 Gray | 4 Gal | 3 | \$450.00 | \$1,350.00 | \$760.00 | \$2,280.00 | \$930.00 |
| Non-Moving Crack Epoxy - Silka Corporation, SilkaDur Crack Fix | 1-10z Tube | 192 | \$30.00 | \$5,760.00 | \$46.00 | \$8,832.00 | \$3,072.00 |
| High Molecular Weight Methacrylate (HMWM) Crack Sealer Product must apprea on NHDOT QPL Section 526 B. Indicative of Sika Corporation SikaPronto 19 TF Offered Manufacturer/Brand: _____ | 1 Gal Kit | 5 | \$260.00 | \$1,300.00 | \$520.00 | \$2,600.00 | \$1,300.00 |
| | | | | \$8,410.00 | | \$13,712.00 | \$5,302.00 |



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lugetta
Director
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RFB 2897-24 Bid Summary

| SECTION 4 - Membrane | | | | | | | |
|--|-------------|------|----------|----------------|------------|-------------|--------------|
| Primer Product Name: Royston, Roybond 740 Primer | 5 Gal Pail | 5 | \$350.00 | \$1,750.00 | \$600.00 | \$3,000.00 | \$1,250.00 |
| Mastic Product Name: Royston, 104-CM Caulkable Mastic | 5 Gal Pail | 2 | \$330.00 | \$660.00 | \$600.00 | \$1,200.00 | \$540.00 |
| Prefabricated Peel & Stick Reinforced Laminate | 24"x50" | | | | | | |
| Product Name: Royston, 104-AHT Barrier Membrane | Roll | 10 | \$150.00 | \$1,500.00 | \$350.00 | \$3,500.00 | \$2,000.00 |
| | | | | \$3,910.00 | | \$7,700.00 | \$3,790.00 |
| SECTION 5 - Bitumen Epoxy Waterproofing | | | | | | | |
| Two Part Coal Tar Epoxy. Indicative of: Carbuline Bitumastic 300M Part A and B. Offered Manufacturer/Brand: Carbuline Bitumastic 300M Part A and B | 5 Gal Kit | 21 | \$470.00 | \$9,870.00 | \$940.00 | \$19,740.00 | \$9,870.00 |
| Bitumastic 300M-B Comp. | 1 Gal | 21 | | Incl in 2 part | \$155.00 | \$3,255.00 | \$3,255.00 |
| | | | | \$9,870.00 | | \$22,995.00 | \$13,125.00 |
| SECTION 6 - Misc Products | | | | | | | |
| Form Oil, <250 G/L VOC Content Only, Petroleum based only (No Water Based) Dayton J1A. Offered Manufacturer/Brand: _____ | 55 Gal Drum | 1 | \$600.00 | \$600.00 | \$1,280.00 | \$1,280.00 | \$680.00 |
| Banak hardwood chamfer (3/4" x 3/4"), Love Day | Lf | 8600 | \$0.18 | \$1,548.00 | \$1.15 | \$9,890.00 | \$8,342.00 |
| 2'x8'x1" Protection board for Barrier Membrane, Extruded polystyrene. Indicative of Dow Styrofoam or Foamular 250 | | | | | | | |
| Offered Manufacturer/Brand: _____ | Ea | 5 | \$16.00 | \$80.00 | \$59.00 | \$295.00 | \$215.00 |
| Perma Patch, asphalt patching material. Perma patch ONLY, no substitutions, No OPL for this item | 60# Bag | 3674 | \$24.00 | \$88,176.00 | \$22.75 | \$83,583.50 | (\$4,592.50) |
| Abrasive blast, medium grit - 50# Bag ONLY (no 100#), ordered by 50 bag pallets, HARS Co. Offered Manufacturer/Brand: _____ | 50# Bag | 162 | \$11.00 | \$1,782.00 | \$22.00 | \$3,564.00 | \$1,782.00 |
| 6" 16 ga. Plastic coated loop wire ties, Marmac | | | | | | | |
| Offered Manufacturer/Brand: _____ | Roll/5000 | 4 | \$170.00 | \$680.00 | \$340.00 | \$1,360.00 | \$680.00 |
| 8" 16 ga. Plastic coated loop wire ties, Marmac | | | | | | | |
| Offered Manufacturer/Brand: _____ | Roll/5000 | 2 | \$200.00 | \$400.00 | \$400.00 | \$800.00 | \$400.00 |
| 10" 16 ga. Plastic coated loop wire ties, Marmac | | | | | | | |
| Offered Manufacturer/Brand: _____ | Roll/5000 | 2 | \$250.00 | \$500.00 | \$500.00 | \$1,000.00 | \$500.00 |
| Rebar caps, meet OSHA #C-1725-AC Multi use for #4-#9 bar Dayton PC-110. Offered Manufacturer/Brand: _____ | Ea | 300 | \$2.60 | \$780.00 | \$5.50 | \$1,650.00 | \$870.00 |
| #9 Prime Source Wire | | | | | | | |
| Offered Manufacturer/Brand: _____ | 50# Roll | 4 | \$150.00 | \$600.00 | \$360.00 | \$1,440.00 | \$840.00 |
| 2" Closed Cell, Heat Resistant, Expanded Polyethylene Foam Backer Rod - Must Meet ASTM D5249, Type 1 & Type 3. Min. short duration temp. of 350 degrees, 212 operating temp.. Indicative of: WR Meadows Cera-Rod Heat resistant backer rod, J + K Foam Hot Rod XL. Offered Manufacturer/Brand: _____ | | | | | | | |
| | Lf | 200 | \$3.50 | \$700.00 | \$9.20 | \$1,840.00 | \$1,140.00 |



Division of Procurement Support Services
Bureau of Purchase Property

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RFB 2897-24 Bid Summary

| | | | | | | | |
|--|------|------|------------|---------------------|------------|---------------------|---------------------|
| Product Name: BASF Master Product 8105CP Galvanic anodes, Euclid Sentinel Silver. Offered Manufacturer/Brand: | Ea | 400 | \$35.00 | \$14,000.00 | \$70.00 | \$28,000.00 | \$14,000.00 |
| Waterstop, NH Type 5, NHDOT QPL- Section 541 E., Item 341.5. Indicative of: Greenstreak 769 (ribbed) Offered Manufacturer/Brand: | Fl | 100 | \$9.00 | \$900.00 | \$21.00 | \$2,100.00 | \$1,200.00 |
| 1/8" x 3' x 50' Neoprene meeting AASHTO M251 w/50 shore a Durometer hardness. Indicative of: Korolath Neoprene M251 Duro 50. Offered Manufacturer/Brand: | Roll | 1 | \$5,400.00 | \$5,400.00 | \$7,500.00 | \$7,500.00 | \$2,100.00 |
| | | | | \$116,146.00 | | \$144,302.50 | \$28,156.50 |
| SECTION 7 - Forming Items | | | | | | | |
| 1 1/2" x 5' Plastic Tipped Lower Slab Bolster | Ea | 100 | \$2.00 | \$200.00 | \$5.40 | \$540.00 | \$340.00 |
| B-30, 1/2" x 1 3/8" Plastic Screw on Cones | Ea | 1157 | \$1.30 | \$1,504.10 | \$2.60 | \$3,008.20 | \$1,504.10 |
| B6B3-B6, 1/2" x 5" Heavy Welding Coil Tie, RH Screw on, 1/2" (pkg 100 per box) | Ea | 2600 | \$3.20 | \$8,320.00 | \$6.40 | \$16,640.00 | \$8,320.00 |
| B6B3-B6, 1/2" x 8" Heavy Welding Coil Tie, RH Conefast Screw on, 1/2" (pkg 100 per box) | Ea | 1100 | \$3.90 | \$4,290.00 | \$7.80 | \$8,580.00 | \$4,290.00 |
| B-3 14" Heavy, screw on coil tie, (pkg 100 per box) | Ea | 500 | \$4.40 | \$2,200.00 | \$10.60 | \$5,300.00 | \$3,100.00 |
| B-3 18" Heavy, screw on coil tie, (pkg 100 per box) | Ea | 500 | \$4.80 | \$2,400.00 | \$11.80 | \$5,900.00 | \$3,500.00 |
| B-11, 1/2" - 1/4"x3"x4" Heavy Flat Hole Plate Washer (12" Bolt Diameter) | Ea | 500 | \$2.25 | \$1,125.00 | \$8.60 | \$4,300.00 | \$3,175.00 |
| B-11, 3/4" - 5"x5"x 3/8" Heavy Flat Hole Washer | Ea | 500 | \$9.00 | \$4,500.00 | \$24.00 | \$12,000.00 | \$7,500.00 |
| B15 Plastic Cone Removal Wrench for 1/2" plastic cones (Product Code 66705) | Ea | 10 | \$125.00 | \$1,250.00 | \$379.00 | \$3,790.00 | \$2,540.00 |
| B-12, 1/2" x 12' Plain Coil Rod, 12' (sold 12' Lengths) | Ft | 120 | \$1.50 | \$180.00 | \$34.00 | \$4,080.00 | \$3,900.00 |
| B-12, 3/4" Plain Coil Rod, 12' | Ea | 500 | \$27.00 | \$13,500.00 | \$74.00 | \$37,000.00 | \$23,500.00 |
| B-13, 1/2" Plain Coil Nut | Ea | 920 | \$0.30 | \$276.00 | \$1.30 | \$1,196.00 | \$920.00 |
| B-13, 3/4" Plain Coil Nut | Ea | 500 | \$0.60 | \$300.00 | \$3.90 | \$1,950.00 | \$1,650.00 |
| | | | | \$40,045.10 | | \$104,284.20 | \$64,239.10 |
| Combined Section Totals | | | | \$210,129.85 | | \$350,853.70 | \$140,723.85 |



Division of Procurement Support Services
Bureau of Purchase Property

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RFB 2897-24 Bid Summary

Totals based on Est quantities, refer to "Recommended Contract Price Limitation" for awarded contract amount below

| | |
|---|-----------------------|
| Current Contract Agency Spend | \$672,191.77 |
| Projected Agency Spend over new 5yr contract | \$1,751,082.00 |
| Addition for Marked Increase, Balance of Product, Federal and State Agency driven infrastructural rebuild/repair and operational projects | \$175,108.20 |
| Recommended Contract Price Limitation | \$1,926,190.20 |

| Recommendation Summary | |
|-------------------------------------|----------------------|
| Price Limitation | \$1,926,190.20 |
| 5yr Projected Contract Spend | \$1,751,082.00 |
| Number of Solicitations Received | 3 |
| Number of Sourced bidders | 6 |
| Number of NIGP Vendors Sourced | 119 |
| Number of non-responsive bidders | 121 |
| P-37 Checklist Complete | Yes |
| D&B Report Attached | No |
| Method of Payment (P-card/ACH) | P-card/ACH |
| Expiring Contract Price Limitations | \$1,250,000.00 |
| Total Cost Increase | \$39,833.75 Increase |

Special Notes: RFB 2897-24 Bridge Materials, Miscellaneous contract with White Cap L.P., noted above will provide consistent and centralized agency-level experience with the ability to obtain product as necessary. It is important to note that White Cap L.P. provided a minimal product increase amount of \$39,833.75 over the new 5yr term, the suggested minimal increase is affected by out of spec product removals due to minimal usage and transferred to balance of product. The price limitation is a combination of an additional 2 term years for a 5 year term contract and higher agency utilization of current and higher priced product line keeping within NHTSA specs for required Federal and State Agency infrastructural rebuild/repair and operational projects to the NH State bridge and road systems throughout with possible excess demand of product utilization for further extensive necessary repairs and any unforeseen experiences as such over the term of the contract.

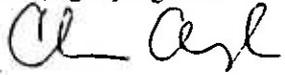
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---------------------------------------|--|--|
| 1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property | | 1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301 | |
| 1.3 Contractor Name White Cap Supply Holdings, LLC | | 1.4 Contractor Address 6250 Brook Hollow Pkwy., Norcross GA, 30071 | |
| 1.5 Contractor Phone Number 603-494-9505 | 1.6 Account Unit and Class Various | 1.7 Completion Date October 31, 2029 | 1.8 Price Limitation \$1,926,190.20 |
| 1.9 Contracting Officer for State Agency Gary Lunetta | | 1.10 State Agency Telephone Number 603-271-3606 | |
| 1.11 Contractor Signature  Date: 8/15/2024 | | 1.12 Name and Title of Contractor Signatory Daniel D. Cole Acct. Sales Manager | |
| 1.13 State Agency Signature  Date: 9/24/24 | | 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: <i>Duncan A. Edgar</i> On: October 9, 2024 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials DC
Date 8/15/24

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.

Contractor Initials DL
Date 8/15/24

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.

Contractor Initials DC
Date 8/15/24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials DC
Date 8/15/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. White Cap Supply Holdings, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Bridge Materials, Miscellaneous products in accordance with the bid submission in response to State Request for Bid 2897-24 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. 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 2897-24
- EXHIBIT E Contractor's Bid Response

2.2. 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 2897-24," (5) EXHIBIT E "Contractor's Bid Response".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on November 1, 2024., or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2029, a period of approximately five (5) years.
- 3.2. 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 Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this P-37. In agreeing to the P-37 agreement, the Contractor shall address all requirements for information as outlined herein.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 5.3. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform or other State location as specified by the requesting Agency. The burden of proof of proper receipt of the order shall rest with the Contractor.
- 5.4. All offered products must be as specified or on the NHDOT Qualified Product List Qualified Products List per Section 106.04 of the Standard Specifications for Road and Bridge Construction dated 5/27/2021 or later.
- 5.5. <https://www.nh.gov/dot/org/projectdevelopment/materials/research/documents/gpl.pdf>
 - 5.5.1. Products appearing on this list have been pre-qualified by the Department for general use. Unless noted otherwise, these products may be used on Highway and Bridge projects under the Section / Item Number indicated, without further testing.
 - 5.5.2. Products that are listed with an EXPIRATION DATE are only qualified for use through that date.
 - 5.5.3. A Certificate of Compliance (COC) is required for products on the Qualified Products List per Section 106.04 of the Standard Specifications for Road and Bridge Construction.
 - 5.5.4. A product that falls into one of these categories and is not listed shall not be used, unless qualified through written request to the NHDOT, Bureau of Materials & Research, Product Evaluation Unit Supervisor. Such requests shall be made with sufficient lead-time to allow for any necessary testing and/or research.
 - 5.5.5. Products shall conform to NH Code of Administrative Rules, Chapter Env-A 4200 Architectural and Industrial Maintenance Coatings (available from the NH Department of Environmental Services), and all other State and

Federal regulations related to safety or the environment that are in effect at the time of use. Inclusion of a product on this list does not imply that the product meets all regulations.

- 5.5.6. The manufacturer's Safety Data Sheet (SDS, formerly, MSDS) should be referred to before use of any product appearing on this list.
- 5.5.7. Unless denoted otherwise in the plans or specifications, manufacturer recommendations regarding use, preparation, application, coverage, and shelf life for all products appearing on this list, shall be adhered to.
- 5.6. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.7. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 5.8. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5.9. 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.
- 5.10. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.11. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 5.12. The Contractor shall not commence delivery/work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 5.13. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 5.14. The work staff shall consist of qualified persons completely familiar with the products and equipment they use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.15. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.16. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 5.17. Label and package all orders in accordance with industry standard to ensure safe handling and proper and timely delivery.
- 5.18. Product information must be clearly identified on packaging.
- 5.19. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.20. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 5.21. Sample products for evaluation: Products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 5.22. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.23. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 5.24. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.

Contractor Initials

Date

DC
8/15/24

5.25. The Contractor shall be responsible for all products up and to the delivery site. If a shipment is damaged or not in acceptable condition at the time of delivery, the shipment can be refused.

6. BACKORDERS AND SUBSTITUTIONS:

- 6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

7. RETURNED GOODS:

- 7.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered outdated, damaged or defective, or products shipped in error by the Contractor. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.
- 7.2. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

8. DELIVERY LOCATIONS:

- 8.1. The State of New Hampshire reserves the right to add locations at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. The State of New Hampshire delivery locations do not include any eligible participants.

9. DELIVERY:

- 9.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 9.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

10. ACCOUNT REPRESENTATIVE:

- 10.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
 - 10.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
 - 10.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
 - 10.1.3. Provide information and product offerings to bring the latest industry ideas and culinary trends to the State as applicable.

11. USAGE REPORTING:

- 11.1. 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, to Liz Moskalenko and send electronically to Elizabeth.A.Moskalenko@DAS.NH.Gov. At a minimum, the Report shall include:
 - Contract Number
 - Utilizing Agency and Eligible Participant
 - Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - In Excel format

12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 12.1. The Contractor shall provide all products strictly pursuant to, and in conformity with, the specifications described in State RFB #2897-24, as described herein, and under the terms of this Contract.
- 12.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

- 12.3. 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.
- 12.4. 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\(q0fzcv55qhaeqs45jnyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jnyq5i45))/welcome.aspx).
- 12.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 12.6. Successful Contractor shall not be allowed to require any other type of order, nor shall the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 13.1. 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.

14. CONFIDENTIALITY & CRIMINAL RECORD:

- 14.1. 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.

Contractor Initials DC
Date 8/15/24

EXHIBIT C - METHOD OF PAYMENT

15. CONTRACT PRICE:

15.1. The Contractor hereby agrees to provide Bridge Materials, Miscellaneous in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,926,190.20; 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.

16. PRICING STRUCTURE:

| UOM | Description | Delivered Unit Price |
|-------------|---|----------------------|
| 50# Bag | Fast Set Non-Shrink Patching Mortar (For Bridge Deck Repair), approx 60 bags per pallet - Product: BASF, MasterEmaco T 1060 -To be delivered on covered pallets | \$27.00 |
| 50 Gal Pail | Fast Setting Patch Mortar - Indicative of: BASF Master Emaco N426, Spec Chem Rep Con V/O. Offered Manufacturer/Brand: Spec Chem Rep Con V/O | \$52.50 |

| UOM | Description | Delivered Unit Price |
|-------------|---|----------------------|
| 10 oz. tube | Joint Filler - Product: Sika Corporation, Sikaflex Joint Filler I A Limestone | \$6.25 |
| Pint | Joint Filler - Product: Sika Corporation, Sikaflex Primer 429 | \$30.00 |

| UOM | Description | Delivered Unit Price |
|------------|--|----------------------|
| 4 Gal | Concrete Sealer - Sika Corporation, SikaGuard 62 Gray | \$150.00 |
| 1-10z Tube | Non-Moving Crack Epoxy - Sika Corporation, Sikadur Crack Fix | \$30.00 |
| 1 Gal Kit | High Molecular Weight Methacrylate (HMWM) Crack Sealer Product must appear on NHDOT QPL Section 526 B. Indicative of Sika Corporation SikaPronto 19 TF Offered Manufacturer/Brand: Transpo T-70MX30 H.WM | \$260.00 |

| UOM | Description | Delivered Unit Price |
|--------------|---|----------------------|
| 5 Gal Pail | Primer Product Name: Royston, Roybond 740 Primer | \$350.00 |
| 5 Gal Pail | Mastic Product Name: Royston, 104-CM Caulkable Mastic | \$330.00 |
| 24"x50' Roll | Prefabricated Peel & Stick Reinforced Laminate. Product Name: Royston, 104-AHT Barrier Membrane | \$150.00 |

| UOM | Description | Delivered Unit Price |
|-----------|---|----------------------|
| 5 Gal Kit | Two Part Coal Tar Epoxy. Indicative of: Carbuline Bitumastic 300M Part A and B Offered Manufacturer/Brand: Carbuline Bitumastic 300M Part A and B | \$470.00 |
| 1 Gal | Bitumastic 300M-B Comp. Included in above pricing | |

| UOM | Description | Delivered Unit Price |
|-------------|--|----------------------|
| 55 Gal Drum | Form Oil, <250 G/L VOC Content Only, Petroleum based only (No Water Based) Dayton J1A. Offered Manufacturer/Brand: SPEC CHEM/HARRIS FORM RELEASE 250 G/L VOC | \$600.00 |
| Lf | Banak hardwood chamfer (3/4" x 1/4"), Love Day Offered Manufacturer/Brand: _____ | \$0.18 |
| Ea | 2"x8"x1" Protection board for Barrier Membrane, Extruded polystyrene Indicative of Dow Styrofoam or Foamular 250. Offered Manufacturer/Brand: _____ | \$16.00 |
| 60# Bag | Perma Patch, asphalt patching material. Perma patch ONLY, no substitutions. No QPL for this item | \$24.00 |
| 50# Bag | Abrasive blast, medium grit - 50# Bag ONLY (no 100#), ordered by 50 bag pallets, HARS Co. Offered Manufacturer/Brand: _____ | \$11.00 |
| Roll/5000 | 6" 16 ga. Plastic coated loop wire ties, Marmac. Offered Manufacturer/Brand: _____ | \$170.00 |
| Roll/5000 | 8" 16 ga. Plastic coated loop wire ties, Marmac. Offered Manufacturer/Brand: _____ | \$200.00 |
| Roll/5000 | 10" 16 ga. Plastic coated loop wire ties, Marmac Offered Manufacturer/Brand: _____ | \$250.00 |
| Ea | Rebar caps, meet OS11A #C-1725-AC Multi use for #4-#9 bar Dayton PC-110. Offered Manufacturer/Brand: _____ | \$2.60 |

Contractor Initials DC
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| | | |
|----------|--|------------|
| 50# Roll | #9 Prime Source Wire, Offered Manufacturer/Brand: _____ | \$150.00 |
| Lf | 2" Closed Cell, Heat Resistant, Expanded Polyethylene Foam Backer Rod - Must Meet ASTM D5249, Type 1 & Type 3. Min. short duration temp. of 350 degrees, 212 operating temp. Indicative of: WR Meadows Cera-Rod Heat resistant backer rod, J + K Foam Hor Rod XL Offered Manufacturer/Brand: _____ | \$3.50 |
| Ea | Product Name: BASF Master Product 8105CP Galvanic anodes, Euclid Sentinel Silver, Offered Manufacturer/Brand: _____ | \$35.00 |
| Ft | Waterstop, NH Type 5, NHDOT QPL- Section 541 E, Item 341.5. Indicative of: Greenstreak 769 (ribbed). Offered Manufacturer/Brand: _____ | \$9.00 |
| Roll | 1/8" x 3" x 50' Neoprene meeting AASHTO M251 w/50 shore a Durometer hardness. Indicative of: Korulath Neoprene M251 Duru 50. Offered Manufacturer/Brand: _____ | \$5,400.00 |

| UOM | Description | Delivered Unit Price |
|-----|---|----------------------|
| Ea | 1 1/2" x 5" Plastic Tipped Lower Slab Bolster | \$2.00 |
| Ea | B-30, 1/2" x 1 3/8" Plastic Screw on Cones | \$1.30 |
| Ea | B6B3-B6, 1/2" x 5" Heavy Welding Coil Tie, RH Screw on, 1/2" (pkg 100 per box) | \$3.20 |
| Ea | B6B3-B6, 1/2" x 8" Heavy Welding Coil Tie, RH Conefast Screw on, 1/2" (pkg 100 per box) | \$3.90 |
| Ea | B-3 14" Heavy, screw on coil tie, (pkg 100 per box) | \$4.40 |
| Ea | B-3 18" Heavy, screw on coil tie, (pkg 100 per box) | \$4.80 |
| Ea | B-11, 1/2" - 1/4" x 3" x 4" Heavy Flat Hole Plate Washer (12" Bolt Diameter) | \$2.25 |
| Ea | B-11, 1/4" - 5" x 5" x 3/8" Heavy Flat Hole Washer | \$9.00 |
| Ea | B15 Plastic Cone Removal Wrench for 1/2" plastic cones (Product Code 66705) | \$125.00 |
| Ft | B-12, 1/2" x 12' Plain Coil Rod, 12' (sold 12' Lengths) | \$1.50 |
| Ea | B-12, 3/4" Plain Coil Rod, 12' | \$27.00 |
| Ea | B-13, 1/2" Plain Coil Nut | \$0.30 |
| Ea | B-13, 3/4" Plain Coil Nut | \$0.60 |

17. PRICE ADJUSTMENTS:

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

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

18. BALANCE OF PRODUCT LINE ITEMS:

18.1. 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 Contractors Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

19. INVOICE:

19.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 18.1.1. State of NH purchase order (PO) number if applicable
- 18.1.2. State of NH contract number
- 18.1.3. State of NH ordering agency information
 - 18.1.3.1. Name and contact information of ordering individual
 - 18.1.3.2. Name of ordering state agency / department
 - 18.1.3.3. Address of ordering state agency / department
 - 18.1.3.4. Name and contact information of ordering state agency accounts payable office
- 18.1.4. Date of purchase
- 18.1.5. Date of delivery
- 18.1.6. Contractor order number

Contractor Initials DC
Date 8/15/24

18.1.7. Contractor account representative name and contact information

18.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

18.1.9. Items backordered and their delivery date

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

20. PAYMENT:

20.1. 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>.

Contractor Initials DC
Date 8/15/24

EXHIBIT D - RFB 2897-24

RFB #2897-24 is incorporated here within.

Contractor Initials DC
Date 8/15/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials DC
Date 8/15/24

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 WHITE CAP SUPPLY HOLDINGS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 04, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: #77802

Certificate Number: 0006725481



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of June A.D. 2024.

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

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Daniel D. Cote, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of White Cap Supply Holdings, LLC a limited liability
(Name of Partnership or LLC)
partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for ninety (90) days** from the date of this Corporate Resolution.

DATED: 7/12/24

DISTRICT SALES MANAGER
ATTEST: Michael Rice
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/20/2023

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

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

| | | | |
|---|--|--|---------------|
| PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED White Cap Supply Holdings, LLC 6250 Brook Hollow Parkway, Ste 100 Norcross GA 30071 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: National Union Fire Ins Co of Pittsburgh | | 19445 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER: 570102368434** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 1729031 | 10/31/2023 | 10/31/2024 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COM/PROP AGG \$4,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property Attn: NH Road Agents Assoc. 25 Capital St. Concord NH 03301 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc</i> |
|---|--|





ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|------------------|--|--|
| AGENCY Aon Risk Services South, Inc. | | NAMED INSURED white Cap Supply Holdings, LLC | |
| POLICY NUMBER See Certificate Number: 570102368434 | | | |
| CARRIER See Certificate Number: 570102368434 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Insured Continued:

white Cap Supply Holdings, LLC
 white Cap Supply Holdings II, LLC
 White Cap, L.P.
 Construction Supply Holdings, LLC
 Construction Supply Acquisition Parent, LLC
 Construction Supply Acquisition, LLC
 Ram Tool & Supply Co., LLC
 Ram Tool & Supply Co. of Texas, LLC
 Diamond Tool & Fasteners, LLC
 Brock White Company LLC
 Border Construction Specialties LLC
 Stetson Building Products LLC
 SBP Acquisition LLC
 CSG Corporate Acquisition, LLC
 CW-MA Holdings, Inc.
 Carter-waters LLC
 Williams Equipment And Supply Company
 Williams Equipment And Supply Company of Louisiana
 All-Tex Supply, Inc.
 Titan Construction Supply, Inc.
 Best Materials, LLC
 Masonpro, Inc.
 Kenseal Construction Products, LLC
 white Cap Management, LLC
 white Cap, L.P. dba Tri-Supply and Equipment
 Valley Cash & Carry, Inc.
 white Cap, L.P. fka HD Supply Construction Supply, Ltd.
 white Cap Supply, L.P.
 Tri Boro Construction Supply
 Form Tech Holdings
 Reno Hardware and Supply Inc



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID FOR BRIDGE MATERIALS, MISCELLANEOUS
2897-24**

DUE DATE: 6/3/2024 11:00:00 AM (EASTERN TIME)

Bidder Initials DC
Date 6-3-24

1. **PURPOSE:**

1.1. The purpose of this bid invitation is to establish a contract for supply and delivery of Bridge Materials, Miscellaneous 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.

2. **INSTRUCTIONS TO VENDOR:**

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

3. **BID SUBMITTAL:**

3.1. 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 paragraph 7 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

3.2. 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.

4. **BID INQUIRIES:**

4.1. 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.

4.2. Questions shall be submitted by email to Liz Moskalenko at Elizabeth.A.Moskalenko@DAS.NH.Gov.

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

5. **BID DUE DATE:**

5.1. 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.

5.2. 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.

6. **ADDENDA:**

6.1. 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/bidcontracts/bids.aspx>.

7. **TIMELINE:**

7.1. 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.

| | |
|--|----------------------|
| Bid Solicitation distributed on or by: | 5/6/2024 |
| Last day for questions, clarifications, and/or requested changes to bid: | 5/31/2024 |
| Bid Closing (Eastern Time): | 6/3/2024 11:00:00 AM |

8. **TERMS OF SUBMISSION:**

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

Bidder Initials DC
Date: 6-3-24

- 8.5. 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.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. 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.
9. **CONTRACT TERM:**
- 9.1. The term of the contract shall commence on November 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2029, a period of approximately five (5) years.
- 9.2. 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.
- 9.3. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.
- 9.4. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.
10. **CONTRACT AWARD:**
- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost by completed section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.
- 10.2. 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.
11. **NOTIFICATION AND AWARD OF CONTRACT(S):**
- 11.1. 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).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidcontracts/bids.aspx>.
- 11.3. 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.
12. **LIABILITY:**
- 12.1. 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.
13. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**
- 13.1. 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.
- 13.2. 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:
- 13.3. 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.
- 13.4. 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.

- 13.5. 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.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
- 13.6.1. 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;
- 13.6.2. 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
- 13.6.3. 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.
14. **TERMINATION:**
- 14.1. 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.
15. **VENDOR CERTIFICATIONS:**
- 15.1. 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.
- 15.2. **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>).
- 15.3. **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/>.
- 15.4. **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.
- 15.5. **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.
16. **BID PRICES:**
- 16.1. Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract annually, 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.
- 16.2. 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".
- 16.3. Price decreases shall become effective immediately as they become effective to the general trade.
- 16.4. Updated Published Price List MUST be e-mailed to Elizabeth.A.Moskalenko@DAS.NH.Gov.
17. **PRICE ADJUSTMENTS:**
- 17.1. On the anniversary date of this contract annually, the successful Vendor(s) may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it from the manufacturer must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. Only increases imposed by the manufacturer are allowed, no increase shall be permitted direct from the vendor for the likes of

gas, transportation, etc. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

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

18. AUDITS AND ACCOUNTING:

18.1. 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.

18.2. 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.

19. ACCOUNT REPRESENTATIVE:

19.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

19.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

19.1.2. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

19.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

20. ESTIMATED USAGE:

20.1. 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.

21. USAGE REPORTING:

21.1. 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 Liz Moskalenko at The Bureau of Procurement & Support Services and sent electronically to Elizabeth.A.Moskalenko@DAS.NH.Gov. At a minimum, the Report shall include:

21.1.1. Contract Number

21.1.2. Utilizing Agency and Eligible Participant

21.1.3. Products Purchased (showing the manufacturer, item, part number, and the final cost.)

21.1.4. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

21.1.4.1. Percentage of recycled materials contained within finished products if applicable

21.1.4.2. A standardized reporting form will be provided after contract award

21.1.5. Total Cost of all Products Purchased. Ability to sort by agency/eligible participant.

21.1.6. In Excel format

22. ESTABLISHMENT OF ACCOUNTS:

22.1. 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.

23. ELIGIBLE PARTICIPANTS:

23.1. 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.

24. PAYMENT:

24.1. 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.

25. INVOICING:

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

26. TERMS OF PAYMENT:

26.1. 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.

27. VENDOR RESPONSIBILITY:

27.1. 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.

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

27.2.1. Provide pricing information as indicated in the "Offer" section; and

27.2.2. Provide all other information required for the bid response (if applicable); and

27.2.3. Complete the "Vendor Contact Information" section; and

27.2.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

27.3. 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>.

28. IF AWARDED A CONTRACT:

28.1. The successful Vendor shall complete the following sections if awarded a contract of the Agreement State of New Hampshire Form #P-37 see Appendix A (sample):

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)

28.1.1. Provide certificate of insurance indicating the coverage amounts required by Section 1.4 of the Form Number P-37.

28.1.2. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

28.1.3. 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.

29. SPECIFICATION COMPLIANCE:

29.1. 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.

29.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all product 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.

29.3. The manufacturers and/or product numbers indicated for certain line items are the only ones acceptable under this bid invitation. For line items described as "indicative of" you may bid different make(s) and model(s); however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

30. SPECIFICATIONS:

30.1. 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.

31. SCOPE OF WORK:

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

31.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).

31.3. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform or other State location as specified by the requesting Agency. The burden of proof of proper receipt of the order shall rest with the Contractor.

31.4. All offered products must be as specified or on the NHDOT Qualified Product List Qualified Products List per Section 106.04 of the Standard Specifications for Road and Bridge Construction dated 5/27/2021 or later.

<https://www.nh.gov/dot/org/projectdevelopment/materials/research/documents/qpl.pdf>

31.4.1. Products appearing on this list have been pre-qualified by the Department for general use. Unless noted otherwise, these products may be used on Highway and Bridge projects under the Section / Item Number indicated, without further testing.

31.4.2. Products that are listed with an EXPIRATION DATE are only qualified for use through that date.

31.4.3. A Certificate of Compliance (COC) is required for products on the Qualified Products List per Section 106.04 of the Standard Specifications for Road and Bridge Construction.

31.4.4. A product that falls into one of these categories and is not listed shall not be used, unless qualified through written request to the NHDOT, Bureau of Materials & Research, Product Evaluation Unit Supervisor. Such requests shall be made with sufficient lead-time to allow for any necessary testing and/or research.

31.4.5. Products shall conform to NH Code of Administrative Rules, Chapter Env-A 4200 Architectural and Industrial Maintenance Coatings (available from the NH Department of Environmental Services), and all other State and Federal regulations related to safety or the environment that are in effect at the time of use. Inclusion of a product on this list does not imply that the product meets all regulations.

31.4.6. The manufacturer's Safety Data Sheet (SDS, formerly, MSDS) should be referred to before use of any product appearing on this list.

31.4.7. Unless denoted otherwise in the plans or specifications, manufacturer recommendations regarding use, preparation, application, coverage, and shelf life for all products appearing on this list, shall be adhered to.

31.5. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

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

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

31.8. 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.

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

32. ORDERING SYSTEM:

32.1. If a web-based ordering system is available, it must be accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. Contractor shall provide training on how to use the system, on-site or virtual, as requested by the State, at no additional cost. Preferred ordering system capabilities and functionality may include, but not limited to:

32.1.1. ability to interface with different point of sales systems

32.1.2. ability to use on multiple devices to include but not limited to tablets, iPhones

32.1.3. ability to include reference numbers

32.1.4. ability to provide a variety of reports including dashboard reporting

32.1.5. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

33. WARRANTY REQUIREMENTS:

33.1. 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.

34. OBLIGATIONS AND LIABILITY OF THE VENDOR:

34.1. 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.

34.2. 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.

34.3. 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.

35. NON-EXCLUSIVE CONTRACT:

35.1. 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.

36. DISASTER RECOVERY:

36.1. 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)

36.2. 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.

37. RECALLS:

37.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

38. RETURNED GOODS:

38.1. 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.

38.2. 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.

39. BACKORDERS AND SUBSTITUTIONS:

39.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

39.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

39.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

40. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 40.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
 - 40.1.1. Energy or water efficient
 - 40.1.2. Reusable
 - 40.1.3. Recyclable
 - 40.1.4. Contains postconsumer recycled materials
 - 40.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 40.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 40.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.
- 40.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 40.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

41. OFFER:

- 41.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.
- 41.2. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

42. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

- 42.1. 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".

43. VENDOR CONTACT INFORMATION:

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

Daniel Cote 603-263-7337 _____
 Contact Person Local Telephone Number Toll Free Telephone Number
DAN.COTE@whitecap.com www.whitecap.com
 E-mail Address Company Website
White Cap L.P. 232 Frontage Rd Manchester, NH 03103
 Vendor Company Name Vendor Address

Vendor Number _____

DUNS and/or SAM.GOV Number _____

44. DELIVERY TIME:

- 44.1. The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 44.2. The use of a private carrier to make delivery does not relieve the successful Vendor from the responsibility of meeting the delivery requirement.

45. DELIVERY LOCATIONS:

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

Bidder Initials: DC
 Date: 6-3-24

46. **ATTACHMENTS:**

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

46.1.1. Attachment 1: Offer Sheet

47. **NOTE: TO BE CONSIDERED COMPLIANT, BID TRANSMITTAL LETTER (PAGE 14) SHALL BE SIGNED IN THE SPACE PROVIDED.**

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

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 275 920 097 190

Passcode: bSBZsM

Dial-in by phone

+1 603-931-4944, 184302181# United States, Concord

[Find a local number](#)

Phone conference ID: 184 302 181#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 116 991 677 6

[More info](#)

For organizers: [Meeting options](#) : [Reset dial-in PIN](#)

Bidder Initials DC
Date 6-3-24

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 1/23/2013)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

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

Bidder Initials DC
Date 6-3-24

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 1.3. 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.

Bidder Initials DC
Date 6-3-24



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6-3-2024

Company Name: White Cap L.P.

Address: 232 Frontage Rd
Manchester, NH 03103

To: Point of Contact: Liz Moskalenko
Telephone: 603-271-3122
Email: NH.Purchasing@des.nh.gov

RE: Bid Invitation Name: Bridge Materials, Miscellaneous
Bid Number: 2897-24
Bid Posted Date (on or by): 5/6/2024
Bid Closing Date and Time: 6/3/2024 12:00 AM (Eastern Time)

[Insert name of signor] Daniel D. Cote, on behalf of White Cap L.P. [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 # 2897-24 for Bridge Materials, Miscellaneous at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature Authorized Signor's Title Acct Sales Manager

Bidder Initials DC
Date 6-3-24

| | |
|-------------------------|-------------------------------------|
| Bid Number | 2897-24 |
| Bid Description: | Bridge Materials, Miscellaneous |
| Vendor Name: | WHITE CAP LP |
| Vendor Address: | 232 FRONTAGE RD MANCHESTER NH 03103 |

| SECTION 1 Cement Products | | | | |
|----------------------------------|------------|--|----------------------|--------------------------|
| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
| 800 | 50# Bag | Fast Set Non-Shrink Patching Mortar (For Bridge Deck Repair), approx 60 bags per pallet - Product: BASF, MasterEmaco T 1060 - To be delivered on covered pallets | \$27.00 | \$21,600.00 |
| 100 | 5 Gal Pail | Fast Setting Patch Mortar - Indicative of: BASF Master Emaco N426. Spec Chem Rep Con V/O Offered Manufacturer/Brand: <u>Spec Chem Rep Con V/O</u> 5-GAL PAILS | \$52.50 | \$5,250.00 |
| | | | Total: | \$26,850.00 |

| SECTION 2 Joint Filler | | | | |
|-------------------------------|-------------|---|----------------------|--------------------------|
| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
| 755 | 10 oz. tube | Joint Filler - Product: Sika Corporation, Sikaflex Joint Filler 1 A Limestone | \$6.25 | \$4,718.75 |
| 6 | Pint | Joint Filler - Product: Sika Corporation, Sikaflex Primer 429 | \$30.00 | \$180.00 |
| | | | Total: | \$4,898.75 |

| SECTION 3 Sealer | | | | |
|-------------------------|------------|---|----------------------|--------------------------|
| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
| 3 | 4 Gal | Concrete Sealer - Sika Corporation, SikaGuard 62 Gray | \$450.00 | \$1,350.00 |
| 192 | 1-10z Tube | Non-Moving Crack Epoxy - Silka Corporation, SilkaDur Crack Fix | \$30.00 | \$5,760.00 |
| 5 | 1 Gal Kit | High Molecular Weight Methacrylate (HMWM) Crack Sealer Product must apprea on NHDOT QPL Section 526 B. Indicative of Sika Corporation SikaPronto 19 TF Offered Manufacturer/Brand: <u>TRANSPO T-70MX30 HMWM</u> | \$260.00 | \$1,300.00 |
| | | | Total: | \$8,410.00 |

| SECTION 4 Membrane | | | | |
|---------------------------|--------------|--|----------------------|--------------------------|
| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
| 5 | 5 Gal Pail | Primer Product Name: Royston, Roybond 740 Primer | \$350.00 | \$1,750.00 |
| 2 | 5 Gal Pail | Mastic Product Name: Royston, 104-CM Caulkable Mastic | \$330.00 | \$660.00 |
| 10 | 24"x50' Roll | Prefabricated Peel & Stick Reinforced Laminate Product Name: Royston, 104-AHT Barrier Membrane | \$150.00 | \$1,500.00 |

Total \$3,910.00

SECTION 5 - Bitumen/Epoxy Waterproofing

| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
|--------------|-----------|---|----------------------|--------------------------|
| 21 | 5 Gal Kit | Two Part Coal Tar Epoxy Indicative of: Carbuline Bitumastic 300M Part A and B Offered Manufacturer/Brand: _____ | \$500.00 | \$10,500.00 |
| 21 | 1 Gal | Bitumastic 300M-B Comp./ INCULDED IN ABOVE PRICING | \$0.00 | \$0.00 |
| Total | | | | \$10,500.00 |

SECTION 6 - Misc Products

| Est Usage | UOM | Description | Delivered Unit Price | Delivered Extended Price |
|-----------|-------------|--|----------------------|--------------------------|
| 1 | 55 Gal Drum | Form Oil, <250 G/L VOC Content Only, Petroleum based only (No Water Based) Dayton J1A Offered Manufacturer/Brand: <u>SPEC CHEM/HARRIS FORM RELEASE 250 G/L VOC</u> | \$600.00 | \$600.00 |
| 8600 | Lf | Banak hardwood chamfer (3/4" x 1/4"), Love Day Offered Manufacturer/Brand: _____ | \$0.18 | \$1,548.00 |
| 5 | Ea | 2'x8'x1" Protection board for Barrier Membrane, Extruded polystyrene Indicative of Dow Styrofoam or Foamular 250 Offered Manufacturer/Brand: _____ | \$16.00 | \$80.00 |
| 3674 | 60# Bag | Perma Patch, asphalt patching material Perma patch ONLY, no substitutions. No QPL for this item | \$24.00 | \$88,176.00 |
| 162 | 50# Bag | Abrasive blast, medium grit - 50# Bag ONLY (no 100#), ordered by 50 bag pallets, HARS Co Offered Manufacturer/Brand: _____ | \$11.00 | \$1,782.00 |
| 4 | Roll/5000 | 6" 16 ga. Plastic coated loop wire ties, Marmac Offered Manufacturer/Brand: _____ | \$170.00 | \$680.00 |
| 2 | Roll/5000 | 8" 16 ga. Plastic coated loop wire ties, Marmac Offered Manufacturer/Brand: _____ | \$200.00 | \$400.00 |
| 2 | Roll/5000 | 10" 16 ga. Plastic coated loop wire ties, Marmac Offered Manufacturer/Brand: _____ | \$250.00 | \$500.00 |
| 300 | Ea | Rebar caps, meet OSHA #C-1725-AC Multi use for #4-#9 bar Dayton PC-110 Offered Manufacturer/Brand: _____ | \$2.60 | \$780.00 |
| 4 | 50# Roll | #9 Prime Source Wire Offered Manufacturer/Brand: _____ | \$150.00 | \$600.00 |
| 200 | Lf | 2" Closed Cell, Heat Resistant, Expanded Polyethylene Foam Backer Rod - Must Meet ASTM D5249. Type 1 & Type 3 Min. short duration temp. of 350 degrees, 212 operating temp. Indicative of: WR Meadows Cera-Rod Heat resistant backer rod, J + K Foam Hot Rod XL Offered Manufacturer/Brand: _____ | \$3.50 | \$700.00 |
| 400 | Ea | Product Name: BASF Master Product 8105CP Galvanic anodes, Euclid Sentinel Silver Offered Manufacturer/Brand: _____ | \$35.00 | \$14,000.00 |

| | | | | |
|-----|------|---|--------------|---------------------|
| 100 | Fl | Waterstop, NH Type 5, NHDOT QPL- Section 541 E., Item 341.5 Indicative of: Greenstreak 769 (ribbed) Offered Manufacturer/Brand: _____ | \$9.00 | \$900.00 |
| 1 | Roll | 1/8" x 3' x 50' Neoprene meeting AASHTO M251 w/50 shore a Durometer hardness Indicative of: Korolath Neoprene M251 Duro 50 Offered Manufacturer/Brand: _____ | \$5,400.00 | \$5,400.00 |
| | | | Total | \$116,146.00 |

| SECTION 7 - Forming Items | | | | |
|----------------------------------|-----|--|-------------------------|--------------------------------|
| Est Usage | UOM | DESCRIPTION ALL PRODUCTS IN THIS SECTION MUST BE DAYTON SUPERIOR HEAVY FORMING MATERIALS | Delivered Unit Price | Delivered Extended Price |
| 100 | Ea | 1 1/2" x 5' Plastic Tipped Lower Slab Bolster | \$2.00 | \$200.00 |
| 1157 | Ea | B-30, 1/2" x 1 3/8" Plastic Screw on Cones | \$1.30 | \$1,504.10 |
| 2600 | Ea | B6B3-B6, 1/2" x 5" Heavy Welding Coil Tie, RH Screw on, 1/2" (pkg 100 per box) | \$3.20 | \$8,320.00 |
| 1100 | Ea | B6B3-B6, 1/2" x 8" Heavy Welding Coil Tie, RH Conefast Screw on, 1/2" (pkg 100 per box) | \$3.90 | \$4,290.00 |
| 500 | Ea | B-3 14" Heavy, screw on coil tie, (pkg 100 per box) | \$4.40 | \$2,200.00 |
| 500 | Ea | B-3 18" Heavy, screw on coil tie, (pkg 100 per box) | \$4.80 | \$2,400.00 |
| 500 | Ea | B-11, 1/2" - 1/4"x3"x4" Heavy Flat Hole Plate Washer (12" Bolt Diameter) | \$2.25 | \$1,125.00 |
| 500 | Ea | B-11, 3/4" - 5"x5"x 3/8" Heavy Flat Hole Washer | \$9.00 | \$4,500.00 |
| 10 | Ea | B15 Plastic Cone Removal Wrench for 1/2" plastic cones (Product Code 66705) | \$125.00 | \$1,250.00 |
| 120 | FT | B-12, 1/2" x 12' Plain Coil Rod, 12' (sold 12' Lengths) | \$1.50 | \$180.00 |
| 500 | EA | B-12, 3/4" Plain Coil Rod, 12' | \$27.00 | \$13,500.00 |
| 920 | EA | B-13, 1/2" Plain Coil Nut | \$0.30 | \$276.00 |
| 500 | EA | B-13, 3/4" Plain Coil Nut | \$0.60 | \$300.00 |
| | | | Total | \$40,045.10 |



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

ADDENDUM # 01 TO BID INVITATION # 2897-24

Posted: 5/8/2024

DATE OF BID CLOSING: 06/03/2023

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

FOR: Bridge Materials, Miscellaneous

Vendor Question(s):

1. Will this bid be awarded by sections or total of all sections combined?
2. Question on this solicitation: Included in Section 6 Misc Products:
The line item for Perma Patch, asphalt patching material provides for a proprietary line item with no substitutions. Information: Seaboard has been providing the Bond-X Green High Performance Cold Mix for this category to the FCROG for several years with excellent performance. Bond-X Green contains 0.0% VOC content per the attached Certified Test Report which is in compliance with the attached NH Air Quality law for year round supply. The Perma Patch requested is a cutback asphalt containing up to 40% petroleum distillate content in the liquid binder, which may be under certain prohibitions for use in NH during certain time periods and may not be compliant with NH State Law for use. See attached Perma Patch MSDS which provides Percent Volatile of 25%. The NH Law requires to be less than 0.5%. This solicitation provides that the vendor must be able to supply material during the entire term of the contract and not just certain times of the year.
3. Question: Can the Bond-X Green be approved and supplied for this line item in this solicitation?
4. Can you revise this line item to remove reference to a product which may be prohibited from use in NH?
5. Is there a standard ship to address? To provide a delivered price we need a zip code where the materials will be shipped.

Agency Response(s):

1. Per RFB 2897-24 Section 10. CONTRACT AWARD Subsection 10.1 The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost by completed section.
2. Product may be proprietary; however, product is available through multiple distributors. The regulation cited applies to liquid asphalt applied in bulk directly to a roadway to seal it. Think of "sand seals", "fog seals", etc. where the entire roadway is covered in liquid asphalt. The product in question is a prepackaged asphalt matrix material that is used to fill in pot holes (forty pound bag). It is not just liquid asphalt that is spread over the entire width of a roadway.
3. NHDOT will only accept the Perma Patch item listed in the bid offer sheet.
4. Request to revise line item denied, for reason stated above in Agency Response 2.
5. Please see CURRENTLY READS below for ship to information.

CURRENTLY READS:

45. DELIVERY LOCATIONS:

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

CHANGE TO READ:

45. DELIVERY LOCATIONS:

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

If required, please see NH District Map for clarifications.

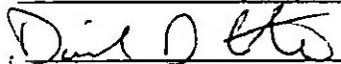
<https://mn.nh.gov/files/uploads/dot/remote-docs/districts-map-city-town-crosswalk.pdf>

PURCHASING AGENT: Liz Moskalenko

TEL. NO.: 603-271-3122

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

NOTE: UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

| | | | |
|--------|--|----------|-----------------------------|
| BIDDER | <u>White Cap L.P.</u> | ADDRESS | <u>232 Frontage Rd</u> |
| BY | <u></u> (this document must be signed) | | <u>Manchester, NH 03103</u> |
| | <u>DANIEL D. COTE</u> (please type or print name) | TEL. NO. | <u>603-263-7337</u> |

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



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ADDENDUM # 02 TO BID INVTTATION # 2897-24

Posted: 5/13/2024

DATE OF BID CLOSING: 06/03/2024

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

FOR: Bridge Materials, Miscellaneous

Vendor Question(s):

1. You are requiring a proprietary bid for a single brand of product; even though available from various sources it is still a proprietary brand.
2. Many other brands of cold mix in bags meet the standard for performance and the brand specified in this solicitation may not meet State environmental regulations for use.
3. Please see this link in reference to the standards needed for a proprietary bid in another NH landmark case: <https://www.strangscott.com/how-to-know-if-proprietary-bidding-is-proper-a-public-construction-conundrum/>
4. See attached State approval list for the Bond-X Green of which many of those States list the PermaPatch brand on the same approved lists.
5. Bond-X Green has been supplied on several other NH contracts and should be permitted to be bid on this contract.
6. Would you be available for a phone call to discuss?

Agency Response(s):

1. Correct. This contract will not prohibit agencies from purchasing other brands and products required from other vendors if not carried/sold by the awarded contractor. Also to note: This contract and its products are used for small infrastructure projects and do not apply to large or specific infrastructure projects.
2. The brand specified meets state environmental regulations (Env-A 4105.01, table 4105-1). Other materials rely on VOC to remain pliable for application. Perma-Patch has 0 g/l VOCs.
3. The state case referenced represents the "State of Massachusetts" (please see below), pertaining to public construction "projects" therefore irrelevant to and with the State of New Hampshire Statewide Contract Bid 2897-24. As noted in Addendum 1, this product is for small infrastructural repairs.

Public construction projects are as necessary as they are numerous, which is to say very. Given that taxpayer money is at stake on these projects the state has an interest in regulating them from inception to completion to ensure that funds are spent efficiently. One specific statutory protection that Massachusetts provides at the inception of public construction projects is the competitive bidding requirement encompassed in MA G.L. c. 30, § 39M (b) ("Competitive Bidding Statute").

Thus, it is imperative that contractors and subcontractors on public construction projects are aware of the Competitive Bidding Statute and its implications. Competitive bidding is the default unless the awarding authority explicitly indicates otherwise. Case law suggests the burden for improper proprietary bids should fall on the awarding authority. Nothing is certain, however, thus vigilance is key for contractors and subcontractors when it comes to bidding on public projects and that vigilance is bolstered by awareness of whether bidding documents are soliciting competitive or proprietary bids. If you have any questions about bidding on public construction contracts, you should contact a Massachusetts construction lawyer.

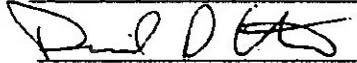
4. Attached State approval list for Bond-X Green viewed.
5. Bond-X Green is permitted to bid on this contract freely. As noted in Addendum 1; product is available through the manufacturer directly or multiple distributors. This contract and its products are used for small infrastructural repair projects and do not apply to large or specific infrastructure projects Bond-X Green may have been purchased for.
6. Not at this time; all questions pertaining to State of New Hampshire bids shall be responded to in filed and posted addendums. Please note below per RFB 2897-24 Page 2, Section 4, Subsections 4.1 through 4.3 4.

BID INQUIRIES:

- 4.1. 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 in any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
- 4.2. Questions shall be submitted by email to Liz Moskalenko at Elizabeth.A.Moskalenko@DAS.NH.Gov.
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

PURCHASING AGENT: Liz Moskalenko
TEL. NO.: 603-271-3122
E:Mail: NH.Purchasing@das.nh.gov

NOTE: UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

| | |
|---|---|
| BIDDER <u>White Cap L.P.</u> BY <u></u> <small>(this document must be signed)</small> <u>DANIEL D. COTE</u> <small>(please type or print name)</small> | ADDRESS <u>232 Frontage Rd</u> <u>Manchester, NH 03103</u> TEL. NO. <u>603-263-7337</u> |
|---|---|

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



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 25 CAPITOL STREET
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ADDENDUM # 03 TO BID INVITATION # 2897-24

Posted: 5/20/2024

DATE OF BID CLOSING: 06/03/2024

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

FOR: Bridge Materials, Miscellaneous

Vendor Question(s):

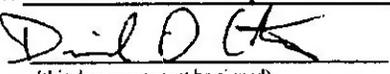
1. The response that Perma Patch contains 0 VOC's is false. The regulation is on the liquid binder used to produce the cold mix. See attached MSDS for the liquid binder used to produce to Perma Patch; which provides VOC content at 25%. See page 2 of their published MSDS for liquid binder. I have seen other SDS published by Perma Patch where they claim they have 0 VOC's but if you review the physical properties section it provides the testing sample was a solid. So the SDS provides the sample tested sample was a cured sample of finished patch where the solvent would have been evaporated to be a solid. The regulation is on the liquid binder used to produce the cold mix.

Agency Response(s):

1. VOC level listed by Perma-Patch is correct, Agency answer does not change. The regulation referenced does not apply to this pre-packaged asphalt patch. The term MSDS is no longer utilized, the supplied Safety Data Sheet provided is out of date. The States most recent SDS on file (last revised 10/20/2017) states that there are 0 VOC's. See previous addendum response.

PURCHASING AGENT: Liz Moskalenko
 TEL. NO.: 603-271-3122
 E-Mail: NH.Purchasing@das.nh.gov

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BIDDER White Cap L.P. ADDRESS 232 Frontage Rd
 BY  Manchester, NH 03103
(this document must be signed)
DANIEL D. COTE TEL. NO. 603-263-7337
(please type or print name)

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



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ADDENDUM # 04 TO BID INVITATION # 2897-24

Posted: 5/29/2024

DATE OF BID CLOSING: 06/03/2024

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

FOR: Bridge Materials, Miscellaneous

Vendor Question(s):

I am reaching out to seek clarification regarding Bid 2897-24. Could you please confirm if it is required to provide pricing for all sections of the bid offer?

Agency Response(s):

Please see Bid 2897-24, Page 3 of 15, Section 10 Contract Award, Subsection 10.1 wherein it states the following:

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

Clarification:

Contracts shall be awarded by lowest cost per completed section.

PURCHASING AGENT: Liz Moskalenko

TEL. NO.: 603-271-3122

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

NOTE: UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

| | | | |
|--------|---|----------|-----------------------------|
| BIDDER | <u>White CAP LP</u> | ADDRESS | <u>232 Frontage Rd</u> |
| BY | <u>Daniel D. Cote</u> (this document must be signed) | | <u>Manchester, NH 03103</u> |
| | <u>DANIEL D. COTE</u> (please type or print name) | TEL. NO. | <u>603-263-7337</u> |

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