

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 11, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003921) with White Mountain Lumber LLC (VC#530661), Berlin, NH, in an amount up to and not to exceed \$550,000.00 for Building Materials & Hardware with the option to extend up to an additional two years, effective upon Governor and Executive Council approval through August 31, 2031.

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

Upon approval this contract will be used for agency access to consumable building materials including but not limited to lumber, paints, door and window hardware, locks, small hand tools, etc. Agencies own and operate hundreds of buildings throughout the state requiring various periodic maintenance. The requested multi-award contract structure allows for regional coverage to ensure operational efficiencies supporting agencies and eligible participants' immediate needs while maintaining the State's competitive advantage.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3137-27 for Building Materials & Hardware on July 2, 2026, with responses due on July 15, 2026. The RFB reached 286 vendors through sourcing efforts, resulting in 4 compliant responses. To ensure statewide geographic coverage and fiscal efficiency, the department recommends a multi-award strategy. The DAS recommends contract awards to the following qualified vendors:

Perras Ace, LLC
White Mountain Lumber LLC

Ricci Supply Company, Inc.
The Sherwin-Williams Company

The requested price limitations for each awarded vendor will cover the full 5-year term of the contract and have been calculated from actual expenditures gathered from internal spending reporting from fiscal years 2022-2025 as well as adjustments for agency projections and regional coverage throughout the state. The price limitation includes an allowance of approximately 35%, for large projects and unforeseen expenditure under the contract's balance of product line.

The following table represents a summary of the amount necessary to accommodate the requested five-year term for White Mountain Lumber LLC. The detailed bid tabulation is attached for reference.

Contract financials	
Estimated annual spend	\$80,000.00
Term spend (5-years)	\$400,000.00
Add contingency for unknown projects	\$150,000.00
Price limitation	\$550,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with White Mountain Lumber LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Building Materials & Hardware	Agency	Statewide
RFB#	3137-27	Requisition#	NA
Agent Name	James Noel	Bid Closing	07/15/2026 at 2:00 PM

	Perras Ace, LLC	White Mountain Lumber, LLC	Ricci Supply Company, Inc.	The Sherwin Williams Company
Estimated annual spend	\$55,257.02	\$78,400.80	\$77,886.87	\$111,185.52
Estimated term spend	\$276,285.10	\$392,004.00	\$389,434.35	\$555,927.60
Add allowance for balance of product line (35%)	\$123,714.90	\$157,996.00	\$160,565.65	\$194,072.40
Recommended price limitation	\$400,000.00	\$550,000.00	\$550,000.00	\$750,000.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	5 Years
Number of Compliant Solicitations Received	4
Number of Sourced bidders	56
Number of NIGP Vendors Sourced	230
Number of non-responsive bidders	282
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	P-card & ACH
FOB Destination	Yes
Special Notes: There were 2 no bids.	

Indicates Award: ☒

Product Description	Perras Ace Hardware		White Mountain Lumber		Ricci Lumber		Sherwin Williams	
	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost
Cement and Masonry	10-25%		10%		10%		NA	
80lb concrete		\$9.99		\$7.29	10%	\$7.72		No bid
50lb fast-setting concrete mix		\$12.99		\$9.59	10%	\$9.46		No bid
Joint sealers		No bid		No bid	12%	\$10.99		No bid
BONDO 262 BODY FILLER 1 QT		\$19.99		No bid	12%	\$23.05		No bid
Flooring Materials	10-25%		10%		10%		NA	
1X8 T&G SYP FLOORING C+BTR		\$3.69		No bid	10%	\$2.84		No bid
STERLING OAK 22 MIL X 8.7 IN. W X 48IN. VINYL PLANK FLOORING (20.1 SQFT/CASE)		No bid		\$104.35	N/A	\$0.00		No bid
Titebond 16 oz ultimate wood glue		\$13.99		\$12.99	12%	\$17.99		No bid
Screen tight 3/4 in. x 3/4 in. x 8 ft. black mini track channel		\$26.50		\$5.99	12%	\$22.70		No bid
Hand Tools (\$250.00 ea. limit)	0-10%		0%		10%		NA	
Heavy duty, high speed WHEEL CUT-OFF T1 14X1/8X1/20MM		\$11.99		No bid	12%	\$16.99		No bid
2-cycle 50L1 pre-mixed fuel and oil 110 oz		\$31.99		\$29.99	12%	\$29.99		No bid
MKE M18 16IN CHAINSAW TOOL		\$329.00		\$329.00	10%	\$349.99		No bid
M18 FUEL 18V 1/2 CMPT IMPT WRCH		\$279.00		\$279.00	10%	\$299.99		No bid
MKE M18 GREASE GUN 2-SPED BARE TOOL		\$299.00		\$299.00	10%	\$368.50		No bid
M18 FUEL 18V 1/2 IMPACT WRNCH 5AH		\$279.00		\$279.00	10%	\$455.50		No bid
Hardware	10-25%		10%		12%		NA	
3M multi use 1.88 in duct tape		\$7.59		\$6.59	12%	\$8.99		No bid
10x1-1/2 in. Hex Drive, Hex Head, Strong-Drive SD Wood Screw		\$19.99		\$18.99	15%	\$15.29		No bid
9x1-1/2 in. 1/4-Hex Drive, Strong-Drive SD Connector Screw		\$17.99		\$16.99	15%	\$15.71		No bid
HEADLOK 6" FASTNERS 50-CT		\$64.99		\$64.99	15%	\$62.35		No bid
GRK R4 Bulk #10 x 4" (1000 pcs)		\$199.99		\$239.99	15%	\$272.57		No bid
5 GAL HOMER BUCKET		\$6.59		\$5.59	12%	\$6.99		No bid
medium box 21x15x16		\$4.99		No bid	12%	\$13.25		No bid
HDX 12 Gal flip top tote		\$13.99		\$14.99	12%	\$19.99		No bid
HDX spray bottle 32 oz		\$6.59		\$5.59	12%	\$5.39		No bid
5 GAL home leakproof lid		\$3.99		\$4.59	12%	\$3.99		No bid
3-1/2" x .131" Smooth Hot Dip Galvanized Plus, Round Drive Framing Nails		\$169.99		\$101.99	15%	\$199.99		No bid
Heating and Cooling	10-25%		10%		12%		NA	
RV/Marine AntiFreeze -50F		\$6.99		\$4.59	12%	\$3.79		No bid
DIGITAL OIL-FILLED RADIANT HEATER		\$109.99		No bid	12%	\$72.99		No bid
8,500 BTU PORTABLE AIR CONDITIONER/HEATER		No bid		\$399.99	12%	\$299.99		No bid
14,000 BTU PORTABLE AIR CONDITIONER		\$599.99		\$559.99	12%	\$499.99		No bid



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Product Description	Perras Ace Hardware		White Mountain Lumber		Ricci Lumber		Sherwin Williams	
	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost
Locks/ Keys et al.	10-25%		10%		12%		NA	
Kwikset Keyed Entry Door Knob		16.99		\$16.99	12%	14.99		No bid
Kwikset Single Cylinder Deadbolt		20.99		\$19.99	12%	18.99		No bid
Masterlock Outdoor Keyed Padlock		\$14.99		\$11.99	12%	\$17.99		No bid
Master Lock Heavy Duty Covered Padlock w/key 2" shackle		\$21.99		\$21.99	12%	\$25.99		No bid
Kaba Simplex 8000 Series Lock		No bid		No bid	12%	\$612.50		No bid
Best Padlocks Less Core (41-B-7-2-L)		No bid		No bid	N/A	No bid		No bid
Best Key Machine Non-Premium (AD433-2)		No bid		No bid	N/A	No bid		No bid
Outdoor/Garden	10-25%		10%		12%		NA	
Mailbox rural steel jumbo black		\$52.99		\$32.99	12%	\$57.99		No bid
Hillman adhesive house number pack black reflective		\$7.59		\$7.59	12%	\$4.99		No bid
Amerimax home products surbond 10 oz adhesive sealant		\$13.99		No bid	12%	\$10.59		No bid
40 lbs ice melt blend bag		\$19.99		\$18.99	12%	\$17.99		No bid
40lbs water softener salt pellets clean and protect plus rust defense		\$12.99		\$9.59	12%	\$9.99		No bid
50lb commercial grade blacktop repair patch		\$22.99		\$21.99	10%	\$18.29		No bid
55 gal drum liner trash bags		\$17.99		\$14.99	12%	\$19.99		No bid
0.8 cu ft vigoro black rubber mulch		\$13.99		\$12.99	12%	\$9.85		No bid
PRO 2.5 CU FT BROADCAST ICEMELT SPDR		\$129.99		No bid	12%	\$119.99		No bid
Paint	10-25%		10%		12%		40%	
Chip 2.0 flat brush		\$1.99		\$8.99	12%	\$1.65		3.99
DISP PAINT TRAY		\$2.59		\$5.59	12%	\$1.39		4.59
MID-GRADE INTERIOR LATEX SATIN FINISH PAINT		\$49.99		\$35.99	20%	\$55.35		25.99
TOP-GRADE INTERIOR LATEX SATIN PAINT		\$72.99		\$77.99	20%	\$71.87		31.99
MID-GRADE EXTERIOR LATEX FLAT PAINT		\$52.99		\$39.99	20%	\$58.35		27.99
TOP GRADE EXTERIOR LATEX SATIN/EGGSHELL PAINT		\$65.99		\$65.99	20%	\$74.07		28.99
Plumbing	10-25%		10%		12%		NA	
40 lbs water softener salt pellets clean and protect		\$9.99		\$9.59	12%	\$9.99		No bid
1/2" PVC EL 90D SXS		\$0.99		\$0.99	12%	\$0.99		No bid
1/2" PVC TEE SXSXS		\$0.99		\$0.99	12%	\$0.89		No bid
3/4" COPPER BELL HANGER		\$2.29		\$2.29	12%	\$2.59		No bid
Power Source	0-10%		0%		10%		NA	
COMBO HARDWIRED BATTERY BACKUP		No bid		No bid	10%	No bid		No bid
MKE M18 HIGHOUTPUT BATTERY 2PK 6.0AH		\$299.99		\$299.00	10%	\$331.00		No bid
Rebar and Rods (Iron and Steel)	10-25%		10%		10%		NA	
1/8 IN. X 3FT. PLAIN STEEL SOLID ROUND ROD		\$3.59		No bid	10%	\$5.19		No bid
1/2 IN. X 2FT STEEL REBAR #4		\$10.99		No bid	10%	\$5.99		No bid
1/2 IN. X 3FT STEEL REBAR #4		\$6.99		No bid	10%	\$7.99		No bid
1/2 IN. X 20FT STEEL REBAR #4		\$14.49		\$11.49	10%	No bid		No bid
3/8 IN. X 3FT PLAIN STEEL SOLID ROUND ROD		\$8.59		No bid	10%	\$12.99		No bid
Roofing Materials	15-25%		10%		10%		NA	
Vapor Retarders		No bid		\$119.99	10%	\$393.25		No bid
Air Barriers		No bid		\$109.99	10%	\$175.00		No bid
Asphalt Shingles		\$53.90		\$41.85	10%	\$39.95		No bid
Built-Up Bituminous Roofing		No bid		no bid	N/A	no bid		No bid
Built-Up Asphalt Roofing		No bid		no bid	N/A	no bid		No bid
Protected Membrane Built-Up Asphalt Roofing		No bid		no bid	N/A	no bid		No bid
Built-Up Coal-Tar Roofing		No bid		no bid	N/A	no bid		No bid
Elastomeric Membrane Roofing		No bid		no bid	10%	no bid		No bid
Single Ply Roofing - Fully Adhered		No bid		\$139.99	10%	no bid		No bid
Single Ply Roofing - Loose Laid Ballasted		No bid		no bid	10%	no bid		No bid
Safety	10-25%		10%		12%		NA	
Adult unisex white long sleeve coverall		\$19.99		\$18.99	12%	\$16.99		No bid
Orange polyester high visibility reflective safety vest		\$9.99		\$19.99	12%	\$18.99		No bid
P100 half-masks respirator		\$44.99		\$49.99	12%	\$32.99		No bid
safety earmuffs		\$37.99		\$26.99	12%	\$15.99		No bid
Hard hat, vented full brim		\$25.99		\$24.99	12%	\$19.99		No bid
Heating and Cooling	10-25%		10%		12%		NA	
Security	15-30%		10%		NA		NA	
Floodlight, 2 LED lights		\$31.99		\$18.99		No bid		No bid
Smart security video camera, night vision, LED		No bid		\$129.99		No bid		No bid
Door and window sensor		\$24.99		\$24.99		No bid		No bid



Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Product Description	Perras Ace Hardware		White Mountain Lumber		Ricci Lumber		Sherwin-Williams	
	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost	Discount %	Unit Cost
Material Handling Specific	15-25%		15%		8%		NA	
Lumber (Pine) 8' (2"x4")		\$5.59		\$4.99	8%	\$ 4.10		No bid
Lumber (Pine) 10' (2"x4")		\$7.29		\$5.77	8%	\$ 5.75		No bid
Lumber (Pine) 16' (2"x4")		\$11.69		\$10.29	8%	\$ 10.38		No bid
Lumber (Pine) 8' (2"x6")		\$8.49		\$7.04	8%	\$ 6.40		No bid
Lumber (Pine) 10' (2"x6")		\$11.39		\$10.42	8%	\$ 9.42		No bid
Lumber (Pine) 16' (2"x6")		\$18.29		\$16.00	8%	\$ 14.38		No bid
Lumber (Pine) 8' (2"x8")		\$11.99		\$9.76	8%	\$ 9.43		No bid
Lumber (Pine) 10' (2"x8")		\$14.99		\$12.20	8%	\$ 12.30		No bid
Lumber (Pine) 16' (2"x8")		\$23.99		\$19.52	8%	\$ 21.29		No bid
Lumber (Pine) 8' (2"x10")		\$16.99		\$13.33	8%	\$ 12.51		No bid
Lumber (Pine) 10' (2"x10")		\$20.99		\$16.67	8%	\$ 15.64		No bid
Lumber (Pine) 16' (2"x10")		\$33.99		\$26.67	12%	\$ 25.02		No bid
Composite 8' (2"x4")		Varies by Brand		No bid	n/a	No bid		No bid
Composite 10' (2"x4")		Varies by Brand		No bid	n/a	No bid		No bid
Composite 16' (2"x4")		Varies by Brand		No bid	10%	\$ 70.24		No bid
Composite 8' (2"x6")		Varies by Brand		No bid	n/a	No bid		No bid
Composite 10' (2"x6")		Varies by Brand		No bid	n/a	No bid		No bid
Composite 16' (2"x6")		Varies by Brand		No bid	10%	\$ 102.08		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x4")		\$7.79		No bid	8%	\$ 6.53		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x4")		\$10.49		No bid	8%	\$ 7.79		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x4")		\$16.69		No bid	8%	\$ 12.71		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x6")		\$11.99		No bid	8%	\$ 8.32		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x6")		\$14.99		No bid	8%	\$ 11.29		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x6")		\$23.99		No bid	8%	\$ 18.33		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x8")		\$15.99		\$35.16	8%	\$ 13.16		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x8")		\$20.99		\$36.32	8%	\$ 16.36		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x8")		\$31.99		\$35.52	8%	\$ 26.62		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x10")		\$20.99		\$47.84	8%	\$ 17.24		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x10")		\$26.99		\$19.17	8%	\$ 22.44		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x10")		\$42.99		No bid	8%	\$ 35.55		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (4"x4")		\$15.99		No bid	8%	\$ 13.65		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (4"x4")		\$21.99		No bid	8%	\$ 61.14		No bid
Plywood Sheet 4'x8' 1/4" (Pine, Spruce et al)		\$49.99		No bid	8%	\$ 36.40		No bid
Plywood Sheet 4'x8' 1/2" (Pine, Spruce et al)		\$67.99		No bid	10%	\$ 49.78		No bid
Plywood Sheet 4'x8' 3/4" (Pine, Spruce et al)		\$92.99		No bid	10%	\$ 60.67		No bid
Standard Drywall Sheet 4'x8'		\$21.99		No bid	8%	\$ 18.87		No bid

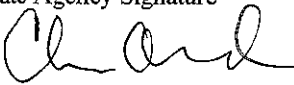
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION – Contract #8003921

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name White Mountain Lumber LLC		1.4 Contractor Address 30 East Milan Road, Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-1000	1.6 Account Unit and Class Various	1.7 Completion Date 08/31/2031	1.8 Price Limitation \$550,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 7/29/26		1.12 Name and Title of Contractor Signatory Mark Kelley, Treasurer	
1.13 State Agency Signature  Date: 9/21/26		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: <u>Christen Lavers</u> On: 9/24/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. White Mountain Lumber 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 Building Materials & Hardware items in accordance with the bid submission in response to State Request for Bid 3137-27 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. APPENDIX A Pricing List
- 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment," and (2.1.5.) APPENDIX A "Pricing List."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through August 31, 2031.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 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 contract invitation. In responding to the contract invitation, the prospective Contractor shall address all requirements for information as outlined herein.
- 4.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

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. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 5.4. 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. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. 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.
- 5.5. Label, package, and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor

shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.

- 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 8:00 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 State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor 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.
- 5.9. 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.
6. **ORDERING SYSTEM:**
 - 6.1. Ordering system may be web-based and 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. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:
 - 6.1.1. Web-based, Inventory control capabilities
 - 6.1.2. ability to interface with different point of sales systems
 - 6.1.3. ability to use on multiple devices to include but not limited to tablets, iPhones
 - 6.1.4. ability to include reference numbers
 - 6.1.5. ability to provide a variety of reports including dashboard reporting
 - 6.1.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.
7. **BACKORDERS AND SUBSTITUTIONS:**
 - 7.1. 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.
 - 7.2. 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.
 - 7.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
8. **RETURNED GOODS:**
 - 8.1. 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 spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

- 8.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. 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.

9. PERFORMANCE GUARANTEES:

- 9.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on June 1st (period of February 1 through April 30), September 1st (period of May 1 through July 31), December 1st (period of August 1 through October 31), and March 1st (period of November 1 through January 31) of each year.
- 9.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.
- 9.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.
- 9.2.2. Fill Rate: Ninety percent (90%) including substitutes.
- 9.2.3. Error reporting (miss picks, invoice accuracy):
- 9.2.3.1. Miss Picks: Two (2) per one thousand (1,000) cases.

10. DELIVERY:

- 10.1. 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.
- 10.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

11. ADDITIONAL REQUIREMENTS:

- 11.1. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.
- 11.2. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 11.3. 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.
- 11.4. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 11.5. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

12. ACCOUNT REPRESENTATIVE:

- 12.1. 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:
- 12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

- 12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 12.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.
- 12.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

13. USAGE REPORTING:

- 13.1. 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, James Noel and sent electronic to James.E.Noel@DAS.NH.Gov. At a minimum, the Report shall include:
 - 13.1.1. Contract Number
 - 13.1.2. Utilizing Agency and Eligible Participant
 - 13.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 13.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 13.1.4.1. Percentage of recycled materials contained within finished products
 - 13.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 13.1.4.3. Types and volume of packaging used for transport
 - 13.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 13.1.4.5. A standardized reporting form will be provided after contract award
 - 13.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 13.1.6. Preferred in Excel format

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3137-27, as described herein, and under the terms of this Contract.
- 14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 14.3. 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.
- 14.4. 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 14.5. 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.
- 14.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 15.1. 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.

16. CONFIDENTIALITY & CRIMINAL RECORD:

- 16.1. 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.

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

- 17.1. The Contractor hereby agrees to provide Building Materials & Hardware items in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$550,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

18. PRICING STRUCTURE:

- 18.1. See Appendix A.

19. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 19.1. 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 Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

20. INVOICE:

- 20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:
- 20.1.1. State of NH purchase order (PO) number if applicable
 - 20.1.2. State of NH contract number
 - 20.1.3. State of NH ordering agency information
 - 20.1.3.1. Name and contact information of ordering individual
 - 20.1.3.2. Name of ordering state agency / department
 - 20.1.3.3. Address of ordering state agency / department
 - 20.1.3.4. Name and contact information of ordering state agency accounts payable office
 - 20.1.4. Date of purchase
 - 20.1.5. Date of delivery
 - 20.1.6. Contractor order number
 - 20.1.7. Contractor account representative name and contact information
 - 20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
 - 20.1.9. Items backordered and their delivery date
- 20.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

21. PAYMENT:

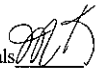
- 21.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.
- 21.2. Payment shall not be due until 30 days after the properly itemized invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later. Invoice shall reference the State of NH contract number and/or purchase order number as applicable.

Contract # 8003921
Building Materials Hardware

Product Description	Discount %	Unit Cost
Cement and Masonry	10%	
80lb concrete		\$7.29
50lb fast-setting concrete mix		\$9.59
Joint sealers		No bid
BONDO 262 BODY FILLER 1 QT		No bid
Flooring Materials	10%	
1X8 T&G SYP FLOORING C+BTR		No bid
STERLING OAK 22 MIL X 8.7 IN. W X 48IN. VINYL PLANK FLOORING (20.1 SQFT/CASE)		\$104.35
Titebond 16 oz ultimate wood glue		\$12.99
Screen tight 3/4 in. x 3/4 in. x 8 ft. black mini track channel		\$5.99
Hand Tools (\$250.00 ea. limit)	0%	
Heavy duty, high speed WHEEL CUT-OFF T1 14X1/8X1/20MM		No bid
2-cycle 50L1 pre-mixed fuel and oil 110 oz		\$29.99
MKE M18 16IN CHAINSAW TOOL		\$329.00
M18 FUEL 18V 1/2 CMPT IMPT WRCH		\$279.00
MKE M18 GREASE GUN 2-SPPED BARE TOOL		\$299.00
M18 FUEL 18V 1/2 IMPACT WRNCH 5AH		\$279.00
Hardware	10%	
3M multi use 1.88 in duct tape		\$6.59
10x1-1/2 in. Hex Drive, Hex Head, Strong-Drive SD Wood Screw		\$18.99
9x1-1/2 in. 1/4-Hex Drive, Strong-Drive SD Connector Screw		\$16.99
HEADLOK 6" FASTNERS 50-CT		\$64.99
GRK R4 Bulk #10 x 4" (1000 pcs)		\$239.99
5 GAL HOMER BUCKET		\$5.59
medium box 21x15x16		No bid
HDX 12 Gal flip top tote		\$14.99
HDX spray bottle 32 oz		\$5.59
5 GAL home leakproof lid		\$4.59
3-1/2" x .131 Smooth Hot Dip Galvanized Plus, Round Drive Framing Nails		\$101.99
Heating and Cooling	10%	
RV/Marine AntiFreeze -50F		\$4.59
DIGITAL OIL-FILLED RADIANT HEATER		No bid
8,500 BTU PORTABLE AIR CONDITIONER/HEATER		\$399.99
14,000 BTU PORTABLE AIR CONDITIONER		\$559.99
Locks/ Keys et al.	10%	
Kwikset Keyed Entry Door Knob		\$16.99
Kwikset Single Cylinder Deadbolt		\$19.99
Masterlock Outdoor Keyed Padlock		\$11.99
Master Lock Heavy Duty Covered Padlock w/key 2" shackle		\$21.99
Kaba Simplex 8000 Series Lock		No bid
Best Padlocks Less Core (41-B-7-2-L)		No bid
Best Key Machine Non-Premium (AD433-2)		No bid
Outdoor/Garden	10%	
Mailbox rural steel jumbo black		\$32.99
Hillman adhesive house number pack black reflective		\$7.59
Amerimax home products surbond 10 oz adhesive sealant		No bid
40 lbs ice melt blend bag		\$18.99
40lbs water softener salt pellets clean and protect plus rust defense		\$9.59
50lb commercial grade blacktop repair patch		\$21.99
55 gal drum liner trash bags		\$14.99
0.8 cu ft vigoro black rubber mulch		\$12.99
PRO 2.5 CU FT BROADCAST ICEMELT SPDR		No bid

Contractor Initials Date 7/29/26

Paint	10%	
Chip 2.0 flat brush		\$8.99
DISP PAINT TRAY		\$5.59
MID-GRADE INTERIOR LATEX SATIN FINISH PAINT		\$35.99
TOP-GRADE INTERIOR LATEX SATIN PAINT		\$77.99
MID-GRADE EXTERIOR LATEX FLAT PAINT		\$39.99
TOP GRADE EXTERIOR LATEX SATIN/EGGSHELL PAINT		\$65.99
Plumbing	10%	
40 lbs water softener salt pellets clean and protect		\$9.59
1/2" PVC EL 90D SXS		\$0.99
1/2" PVC TEE SXSXS		\$0.99
3/4" COPPER BELL HANGER		\$2.29
Power Source	0%	
COMBO HARDWIRED BATTERY BACKUP		No bid
MKE M18 HIGHOUTPUT BATTERY 2PK 6.0AH		\$299.00
Rebar and Rods (Iron and Steel)	10%	
1/8 IN. X 3FT. PLAIN STEEL SOLID ROUND ROD		No bid
1/2 IN. X 2FT STEEL REBAR #4		No bid
1/2 IN. X 3FT STEEL REBAR #4		No bid
1/2 IN. X 20FT STEEL REBAR #4		\$11.49
3/8 IN. X 3FT PLAIN STEEL SOLID ROUND ROD		No bid
Roofing Materials	10%	
Vapor Retarders		\$119.99
Air Barriers		\$109.99
Asphalt Shingles		\$41.85
Build-Up Bituminous Roofing		no bid
Build-Up Asphalt Roofing		no bid
Protected Membrane Built-Up Asphalt Roofing		no bid
Built-Up Coal-Tar Roofing		no bid
Elastomeric Membrane Roofing		no bid
Single Ply Roofing - Fully Adhered		\$139.99
Single Ply Roofing - Loose Laid Ballasted		no bid
Safety	10%	
Adult unisex white long sleeve coverall		\$18.99
Orange polyeter high visibility reflective safety vest		\$19.99
P100 half-masks respirator		\$49.99
safety earmuffs		\$26.99
Hard hat, vented full brim		\$24.99
Security	10%	
Floodlight, 2 LED lights		\$18.99
Smart security video camera, night vision, LED		\$129.99
Door and window sensor		\$24.99

Contractor Initials Date 7/29/26

Material Handling Specific	15%	
Lumber (Pine) 8' (2"x4")		\$4.99
Lumber (Pine) 10' (2"x4")		\$5.77
Lumber (Pine) 16' (2"x4")		\$10.29
Lumber (Pine) 8' (2"x6")		\$7.04
Lumber (Pine) 10' (2"x6")		\$10.42
Lumber (Pine) 16' (2"x6")		\$16.00
Lumber (Pine) 8' (2"x8")		\$9.76
Lumber (Pine) 10' (2"x8")		\$12.20
Lumber (Pine) 16' (2"x8")		\$19.52
Lumber (Pine) 8' (2"x10")		\$13.33
Lumber (Pine) 10' (2"x10")		\$16.67
Lumber (Pine) 16' (2"x10")		\$26.67
Composite 8' (2"x4")		No bid
Composite 10' (2"x4")		No bid
Composite 16' (2"x4")		No bid
Composite 8' (2"x6")		No bid
Composite 10' (2"x6")		No bid
Composite 16' (2"x6")		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x4")		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x4")		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x4")		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x6")		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x6")		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x6")		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x8")		\$35.16
Lumber (Pine) PRESSURE TREATED GC 10' (2"x8")		\$36.32
Lumber (Pine) PRESSURE TREATED GC 16' (2"x8")		\$35.52
Lumber (Pine) PRESSURE TREATED GC 8' (2"x10")		\$47.84
Lumber (Pine) PRESSURE TREATED GC 10' (2"x10")		\$19.17
Lumber (Pine) PRESSURE TREATED GC 16' (2"x10")		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (4"x4")		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (4"x4")		No bid
Plywood Sheet 4'x8' 1/4" (Pine, Spruce et al)		No bid
Plywood Sheet 4'x8' 1/2" (Pine, Spruce et al)		No bid
Plywood Sheet 4'x8' 3/4" (Pine, Spruce et al)		No bid
Standard Drywall Sheet 4'x8'		No bid

Contractor Initials Date 7/29/26

State of New Hampshire

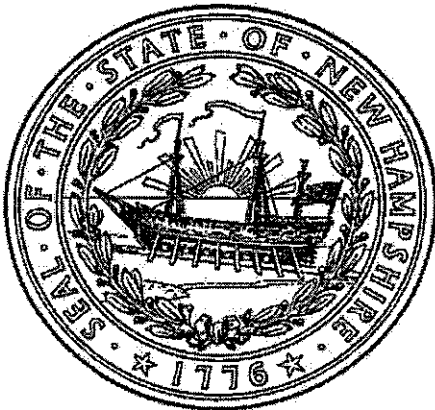
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN LUMBER LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 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: **886148**

Certificate Number: **0007979037**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July A.D. 2026.

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, Mark Kelley, hereby certify that I am a Partner, Member or
(Name)
Manager and an officer of White Mountain Lumber 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: July 29, 2026

ATTEST: James Ryan Office
(Name & Title) Manager



WHITMOU-09

SCALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2026

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 Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Sherri A. Cole, ACSR	
	PHONE (A/C, No, Ext): (603) 715-9764	FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS: scole@davistowle.com	
INSURED White Mountain Lumber Company White Mountain Lumber LLC P.O. Box 7 Berlin, NH 03570	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pennsylvania Lumbermens Mutual Ins. Co.	NAIC # 14974
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			28-W012-05-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			28-W01206-26	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			28-W012-07-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ 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

CANCELLATION

State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
105 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Lumber Industries Self-Insured Group Trust

PO Box 3773

Concord, NH 03302-3773

Certificate Holder

Issue Date: 08/13/2026

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate of Insurance

State of NH Dept. of Administrative Services
Division of Procurement and Support Services
105 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

Company Lumber Industries Self-Insured Group
Letter A
Company Zenith Insurance Company
Letter B

This policy is effective at 12:00am on 01/01/2026, and will expire at 12:01am on 01/01/2027.

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
A: Workers' Compensation & Employer's Liability				
Lumber Industries Self-Insured Group	P00081LISIG2026	01/01/2026	01/01/2027	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000
B: Excess Insurance				
Zenith Insurance Company	X000000301	01/01/2026	01/01/2027	Workers' Compensation Statutory Employer's Liability \$1,000,000

Description of Operations

☐ Officers Excluded

Covering NH operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

Member

White Mountain Lumber Company
30 East Milan Road
Berlin, NH 03570

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



The
**LAWSON
GROUP**

Thinking. Without the Box.

Alisha Robbins
Authorized Representative

08/13/2026

Date