

180 - 10/21/26

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 #8003922) with The Sherwin-Williams Company (VC#177696), Cleveland, OH, in an amount up to and not to exceed \$750,000.00 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 The Sherwin-Williams Company. The detailed bid tabulation is attached for reference.

Contract financials	
Estimated annual spend	\$115,000.00
Term spend (5-years)	\$575,000.00
Add contingency for unknown projects	\$175,000.00
Price limitation	\$750,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with The Sherwin-Williams Company.

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 SOFT/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

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Product Description	Perras Ace Hardware		White Mountain Lumber		Rice 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%		10%		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
Build-Up Bituminous Roofing		No bid		no bid	N/A	no bid		No bid
Build-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

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
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 #8003922**

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 The Sherwin-Williams Company		1.4 Contractor Address 1 Sherwin Way, Cleveland, OH 44113	
1.5 Contractor Phone Number 240-350-7862	1.6 Account Unit and Class Various	1.7 Completion Date 08/31/2031	1.8 Price Limitation \$750,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature <i>Beniam Tirfe</i> Date: 07/30/2026		1.12 Name and Title of Contractor Signatory Beniam Tirfe: National Sales Manager	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> 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: <i>Christen Lavers</i> 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. The Sherwin-Williams Company (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 \$750,000.00; 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 # 8003922
Building Materials Hardware

The Sherwin-Williams Company

Product Description	Discount %	Unit Cost
Cement and Masonry	NA	
80lb concrete		No bid
50lb fast-setting concrete mix		No bid
Joint sealers		No bid
BONDO 262 BODY FILLER 1 QT		No bid
Flooring Materials	NA	
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)		No bid
Titebond 16 oz ultimate wood glue		No bid
Screen tight 3/4 in. x 3/4 in. x 8 ft. black mini track channel		No bid
Hand Tools (\$250.00 ea. limit)	NA	
Heavy duty, high speed WHEEL CUT-OFF T1 14X1/8X1/20MM		No bid
2-cycle 50L1 pre-mixed fuel and oil 110 oz		No bid
MKE M18 16IN CHAINSAW TOOL		No bid
M18 FUEL 18V 1/2 CMPT IMPT WRCH		No bid
MKE M18 GREASE GUN 2-SPPED BARE TOOL		No bid
M18 FUEL 18V 1/2 IMPACT WRNCH 5AH		No bid
Hardware	NA	
3M multi use 1.88 in duct tape		No bid
10x1-1/2 in. Hex Drive, Hex Head, Strong-Drive SD Wood Screw		No bid
9x1-1/2 in. 1/4-Hex Drive, Strong-Drive SD Connector Screw		No bid
HEADLOK 6" FASTNERS 50-CT		No bid
GRK R4 Bulk #10 x 4" (1000 pcs)		No bid
5 GAL HOMER BUCKET		No bid
medium box 21x15x16		No bid
HDX 12 Gal flip top tote		No bid
HDX spray bottle 32 oz		No bid
5 GAL home leakproof lid		No bid
3-1/2" x .131 Smooth Hot Dip Galvanized Plus, Round Drive Framing Nails		No bid
Heating and Cooling	NA	
RV/Marine AntiFreeze -50F		No bid
DIGITAL OIL-FILLED RADIANT HEATER		No bid
8,500 BTU PORTABLE AIR CONDITIONER/HEATER		No bid
14,000 BTU PORTABLE AIR CONDITIONER		No bid
Locks/Keys et al.	NA	
Kwikset Keyed Entry Door Knob		No bid
Kwikset Single Cylinder Deadbolt		No bid
Masterlock Outdoor Keyed Padlock		No bid
Master Lock Heavy Duty Covered Padlock w/key 2" shackle		No bid
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	NA	
Mailbox rural steel jumbo black		No bid
Hillman adhesive house number pack black reflective		No bid
Amerimax home products surbond 10 oz adhesive sealant		No bid
40 lbs ice melt blend bag		No bid
40lbs water softener salt pellets clean and protect plus rust defense		No bid
50lb commercial grade blacktop repair patch		No bid
55 gal drum liner trash bags		No bid
0.8 cu ft vigoro black rubber mulch		No bid
PRO 2.5 CU FT BROADCAST ICEMELT SPDR		No bid

Contractor Initials BTDate 07/30/2026

Contract # 8003922
Building Materials Hardware

The Sherwin-Williams Company

Paint	40%	
Chip 2.0 flat brush		3.99
DISP PAINT TRAY		4.59
MID-GRADE INTERIOR LATEX SATIN FINISH PAINT		25.99
TOP-GRADE INTERIOR LATEX SATIN PAINT		31.99
MID-GRADE EXTERIOR LATEX FLAT PAINT		27.99
TOP GRADE EXTERIOR LATEX SATIN/EGGSHELL PAINT		28.99
Plumbing	NA	
40 lbs water softener salt pellets clean and protect		No bid
1/2" PVC EL 90D SXS		No bid
1/2" PVC TEE SXSXS		No bid
3/4" COPPER BELL HANGER		No bid
Power Source	NA	
COMBO HARDWIRED BATTERY BACKUP		No bid
MKE M18 HIGHOUTPUT BATTERY 2PK 6.0AH		No bid
Rebar and Rods (Iron and Steel)	NA	
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		No bid
3/8 IN. X 3FT PLAIN STEEL SOLID ROUND ROD		No bid
Roofing Materials	NA	
Vapor Retarders		No bid
Air Barriers		No bid
Asphalt Shingles		No bid
Build-Up Bituminous Roofing		No bid
Built-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		No bid
Single Ply Roofing - Loose Laid Ballasted		No bid
Safety	NA	
Adult unisex white long sleeve coverall		No bid
Orange polyester high visibility reflective safety vest		No bid
P100 half-masks respirator		No bid
safety earmuffs		No bid
Hard hat, vented full brim		No bid
Security	NA	
Floodlight, 2 LED lights		No bid
Smart security video camera, night vision, LED		No bid
Door and window sensor		No bid

Contractor Initials BTDate 07/30/2026

Material Handling Specific	NA	
Lumber (Pine) 8' (2"x4")		No bid
Lumber (Pine) 10' (2"x4")		No bid
Lumber (Pine) 16' (2"x4")		No bid
Lumber (Pine) 8' (2"x6")		No bid
Lumber (Pine) 10' (2"x6")		No bid
Lumber (Pine) 16' (2"x6")		No bid
Lumber (Pine) 8' (2"x8")		No bid
Lumber (Pine) 10' (2"x8")		No bid
Lumber (Pine) 16' (2"x8")		No bid
Lumber (Pine) 8' (2"x10")		No bid
Lumber (Pine) 10' (2"x10")		No bid
Lumber (Pine) 16' (2"x10")		No bid
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")		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x8")		No bid
Lumber (Pine) PRESSURE TREATED GC 16' (2"x8")		No bid
Lumber (Pine) PRESSURE TREATED GC 8' (2"x10")		No bid
Lumber (Pine) PRESSURE TREATED GC 10' (2"x10")		No bid
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 BT

State of New Hampshire

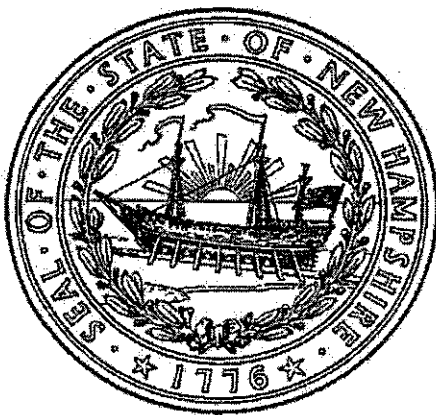
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE SHERWIN-WILLIAMS COMPANY is a Ohio Profit Corporation registered to transact business in New Hampshire on August 31, 1960. 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: 3807

Certificate Number: 0007990260



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of July A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Kevin McCoy, hereby certify that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of The Sherwin-Williams Company. I hereby certify the
(Name of Corporation)
following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly
called and held on 11/11/2025, at which a quorum of the Directors/shareholders were
(Month Day, Year)
present and voting.

VOTED: That Beniam Tirfe (may list more than one person) is
(Printed Name and Title)
duly authorized to enter into contracts or agreements on behalf of

The Sherwin-Williams Company with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to affect the purpose of
this vote.

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

DATED: 07/30/2026

ATTEST: Kevin J McCoy
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2026

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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT
NAME:PHONE
(A/C, No, Ext): (866) 283-7122FAX
(A/C, No.): (800) 363-0105E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: ACE American Insurance Company

22667

INSURER B: ACE Fire Underwriters Insurance Co.

20702

INSURER C: Old Republic Insurance Company

24147

INSURER D:

INSURER E:

INSURER F:

INSURED
The Sherwin-Williams Company
and its Subsidiaries & Businesses
101 W. Prospect Ave
Cleveland OH 44115 USA

COVERAGES

CERTIFICATE NUMBER: 570122125520

REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested		
C	X	COMMERCIAL GENERAL LIABILITY		Y		MWZY319716 Products located below	05/01/2026	05/01/2027	LIMITS		
		CLAIMS-MADE	X						OCCUR	EACH OCCURRENCE	\$2,000,000
										DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
										MED EXP (Any one person)	\$10,000
										PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$10,000,000
	POLICY	X	PRO-JECT		LOC	PRODUCTS - COMP/OP AGG					
	OTHER:										
C	AUTOMOBILE LIABILITY				MWTB-319715	05/01/2026	05/01/2027	LIMITS			
	X	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$7,500,000		
		OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per person)			
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)			
								PROPERTY DAMAGE (Per accident)			
	UMBRELLA LIAB			OCCUR				LIMITS			
	EXCESS LIAB			CLAIMS-MADE				EACH OCCURRENCE			
	DED	RETENTION		AGGREGATE							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	WLR72808629 WC - AOS SCFC72808630 WC - WI	05/01/2026	05/01/2027	LIMITS			
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							N	X	PER STATUTE	OTHER
										E.L. EACH ACCIDENT	\$2,000,000
										E.L. DISEASE-EA EMPLOYEE	\$2,000,000
C	Products Liability				MWZY319717 Products Liability (GL)	05/01/2026	05/01/2027	LIMITS			
								Aggregate Occurrence	\$10,000,000 \$5,000,000		

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

Medical Expense coverage under General Liability policy applies where required by written contract. Certificate Holder is included as an Additional Insured with respects to the General Liability policy as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
105 Pleasant Street
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

Aon Risk Services Northeast, Inc.

Holder Identifier :

570122125520

Certificate No :



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company
POLICY NUMBER See Certificate Number: 570122125520		
CARRIER See Certificate Number: 570122125520	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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



AGENCY CUSTOMER ID: 10570596

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Number: 570122125520			
CARRIER See Certificate Number: 570122125520	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**Additional Named Insureds**

The following subsidiaries are included as Additional Named Insureds in accordance with the policy provisions of the above mentioned policies.

165 Kirkwood Road Corp.
Accurate Dispersions
Acme Quality Paints
Acquire Sourcing, LLC
AcromaPro
AcromaPro Wood Finishes
Baltimore Paint Group
Bestt Liebeco
Brod-Dugan Company
C&M Coatings
Cabot
Cabot Stains
Cabot Woodcare
CBD Group
Color Corporation of America
Color Wheel Paint
Columbia Paint & Coatings
Comex North America, Inc.
Conco Paints
Con-Lux Coatings
Consumer Brands Group
Contract Transportation Systems Co.
Cover the Earth Media
Cover the Earth Meetings
CTE Meetings
CTS National Corporation
Cuprinol Group
Custom Aerosols
Custom Paint Products Group
Deshler Products
Diversified Brands
Dobco
Duckback
Dupli-Color Canada Division
Dupli-Color Products
Duracoat Powder Manufacturing
DuraSeal Plasti-Kote Co., Inc.
Duron
Duron Paint
Duron Paint & wallcoverings
Dutch Boy
Dutch Boy Group
Dutch Boy Paints
Fabulon Products
Fabulon Wood and Floor Finishes
Flex Bon Paints
Formby's
Frazee Paint
General Polymers
Geocel
Geocel Products Group
H&C Concrete Coatings
H&C Concrete Stain
H&C Products Group
Homeline Products Group
Independent Dealer Group
Kool Seal
Krylon
Krylon Products Group
Kwal Paint
Landmark Office Towers
Landmark Office Towers Management
M.A.B. Paints, Co.
M.L. Campbell

MAB Paints
ACORD 101 (2008/01)
Martin Sencour Company

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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Number: 570122125520			
CARRIER See Certificate Number: 570122125520	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

Additional Named Insureds Continued

Martin-Senour Paints
 Mautz Paints
 McCloskey
 Mercury Paints
 Minwax
 Minwax Company
 Minwax, Wood Care Product
 Moly-White Pigments Group
 National Aerosol Products Company
 Norfolk Paint Company
 Old Quaker Paint
 Omega Specialty Products & Services LLC
 Paint-Safe
 Parker Paint
 PQ Products Group
 Pratt & Lambert
 Pratt & Lambert Paints
 Pro Line Paint
 Purdy
 Purdy Brushes
 Purdy International Corporation
 Raabe
 Ress Realty
 Ress Realty Company
 Rubberset Company
 Sherwin-Williams Automotive Finishes
 Sherwin-Williams Diversified Brands
 Sherwin-Williams International Holdings LLC
 Sherwin-Williams Leasing, Inc.
 Sherwin-Williams Ohio LLC
 Sherwin-Williams Realty Holdings, Inc.
 Sherwin-Williams Russia LLC
 Specialty Aerosols
 Specialty Polymers, Inc.
 Sprayon Products
 SWI Company
 SWIMC, Inc.
 SWIMC, LLC
 The Sherwin-Williams Acceptance Corporation
 The Sherwin-Williams Foundation
 The Sherwin-Williams Headquarters Company
 The Sherwin-Williams Manufacturing Company
 The Sherwin-Williams US Licensing Company
 The Terminal Garage Company
 The Thompson's Company
 U.S. Chemical & Plastics
 Uniflex Coatings
 United Coatings
 Valentine & Co.
 Valspar Coatings
 Watson Adhesives
 Watson Industrial
 Watson Standard
 White Lightning Products
 VALSPAR ENTITIES:
 Engineered Polymer Solutions, Inc.
 Valspar
 Valspar Automotive
 Valspar Coatings
 Valspar Holdings I, Inc.
 Valspar Holdings II, Inc.
 Valspar Industries Holding, LLC
 Valspar Refinish, Inc.
 Valspar Industrial
 Valspar Packaging
 Valspar Specialty Paints Holding Corporation (formerly Quest Specialty Coatings Holding General Paint Corporation)
 Valspar Specialty Paints, LLC (formerly Quest Specialty Coatings, LLC)
 Valspar Paint (NZ) Ltd