



Charles M. Arlinghaus Commissioner

State of New Hampshire

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

Catherine A. Keane Deputy Commissioner

Sheri L. Rockburn Assistant Commissioner

November 29, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with F.W. Webb Company (VC#177546), Bedford MA, in an amount up to and not to exceed \$695,303.06 for plumbing fixture and repair parts with the option to renew for two additional years effective upon Governor and Executive Council approval for the period December 1, 2023 through November 30, 2026.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid (RFB) 2788-24 on July 20, 2023, with responses due on August 3, 2023. This RFB reached 109 vendors through the NIGP electronic sourcing platform with an additional 13 directly sourced. There were 2 compliant responses; F.W. Webb Company submitted competitive pricing for 63 of the requested product types, sizes, and materials. It is the intent of the department to award multiple contracts in order to provide access to plumbing fixture and repair parts at competitive prices statewide.

Upon approval, F.W. Webb Company will provide plumbing fixture and repair parts enabling requesting agencies to repair, replace and maintain buildings meeting the State's ongoing needs. These contracts offer plumbing, HVAC, and other parts that are critical to maintain facilities throughout the State of New Hampshire. This contract will provide all State agencies the ability to obtain multiple quotes for plumbing fixture and repair parts as necessary, while achieving local and competitive product pricing.

The requested price limitation for this contract is \$695,303.06 and is inclusive of anticipated State approved project needs (i.e., reconstruction and renovation of older State-owned buildings and facilities), emergent repairs due to failed systems, as well as an additional 10% allowance associated with the balance of product line. The attached bid summary represents most commonly purchased items including applied discounts for both F.W. Webb Company and The Granite Group Wholesalers LLC and includes

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

links to the published list pricing. The following table represents projected savings as compared to published list price.

Company	Extended List Price Total	Extended Sell Price Total	Difference \$
F.W. Webb Company	\$ 357,811.82	\$ 210,697.90	\$ 147,113.92
The Granite Group Wholesalers LLC	\$ 255,956.42	\$ 156,006.30	\$ 99,950.12

Contract financials	
Estimated term spend (3 year term)	\$210,697.90
Estimated annual spend	\$632,093.69
Additional 10% balance of product	\$63,209.37
Recommended price limitation	\$695,303.06

Based on the foregoing, I am respectfully recommending approval of the contract with F.W. Webb Company.

Respectfully submitted,

Charles M. Arlinghaus

Commissioner

Gary S. Lunetta Director (603) 271-2201

Commonly purchased items RFB 2788-24 Plumbing Fixture Repair Parts

	Example Most commonly purchased items: F.W. Webb Company									
ltem	Manufacturer	Catalog/ Web Link	Product Id	Description	Qty	Vendor list Price	* Extended List	Discount %	Sell∮	Extended Sell
1	SLOAN	https://www.fwwebb.com/wosn/?query=SLO3301038	SLO3301038	FLUMTR RPR KIT A-38-A F/REGA 3.5GPF/13.2	890	\$36.00	\$ 32,040.00	40%	\$ 21.60	\$ 19,224.00
2	SLOAN	https://www.fwwebb.com/product/Sloan/V-651A-BX-Vacuum-Breaker-Repair-Kit/3323183/22048	SLO3323183	VB RPR KIT V-651A-BX	821	\$5.50	\$ 4,515.50	40%	\$ 3.30	\$ 2,709.30
3	PURE PRO	https://www.fwwebb.com/wosn/?query=PRO3490	PRO3490	ELL 90DEG 3/4" COP PRSxPRS	610	\$7.51	\$ 4,581.10	50%	\$ 3.76	\$ 2,290.55
4	PURE PRO	https://www.fwwebb.com/product/PurePro/Rags/5LBRAGS/189810	PRO5LBRAGS	RAGS PUREPRO TERRY WHT 5LB	541	\$19.25	\$ 10,414.25	50%	\$ 9.63	\$ 5,207.13
5	PURE PRO	https://www.fwwebb.com/wosn/?query=PRO34MA	PRO34MA	ADPT 3/4" LF BRS PRSxM	451	\$9.65	\$ 4,352.15	50%	\$ 4.83	\$ 2,176.08
6	SLOAN	https://www.fwwebb.com/product/Sloan/Royal-110-Flushometer-Valve/3010100/21874	SLO3010100	FLUMTR VLV ROY 3.5GPF CHR EXPD 1-1/2" ADA	880	\$256.05	\$ 225,324.00	40%	\$ 153.63	\$ 135,194.40
7.	PURE PRO	https://www.fwwebb.com/wosn/?query=PRO34CO	PRO34CO	CPLG W/STP 3/4" COP PRSxPRS	399	\$6.35	\$ 2,533.65	50%	\$ 3.18	\$ 1,266.83
8	PURE PRO	https://www.fwwebb.com/product/PurePro/Elbow/1290/943245	PRO1290	ELL 90DEG 1/2" COP PRSxPRS	390	\$4.65	\$ 1,813.50	50%	\$ 2.33	\$ 906.75
9	HERCULES	https://www.fwwebb.com/wosn/?query=HER60-460	HER60-460	PRMR CLR 1PT LOVOC PVC	366	\$17.83	\$ 6,525.78	40%	\$ 10.70	\$ 3,915.47
10	PURE PRO	https://www.fwwebb.com/product/PurePro/Ball-Valve/676605LF00/765850	PRO9322LF-34	B/V 2PC LVR 3/4" LF BRS PRSxPRS	350	\$24.50	\$ 8,575.00	50%	\$ 12.25	\$ 4,287.50
11	HERCULES	https://www.fwwebb.com/wosn/?query=HER60-013	HER60-013	SOLV CEM MED CLR 1/2PT MED SET	620	\$10.65	\$ 6,603.00	40%	\$ 6.39	\$ 3,961.80
12	SLOAN	https://www.fwwebb.com/product/Sloan/Royal-851A-Repair-Kit/3302003/22051	SLO3302003	RPR KIT ROY B51A HDL F/ROY BAGD KIT/BX	620	\$10.65	\$ 6,603.00	40%	\$ 6.39	\$ 3,961.80
13	HERCULES	https://www.fwwebb.com/wosn/?query=HER60-015	HER60-015	SOLV CEM MED CLR 1PT MED SET	289	\$16.81	\$ 4,858.09	40%	\$ 10.09	\$ 2,914.85
14	SLOAN	https://www.fwwebb.com/product/Sloan/A-71-Flushometer-Inside-Cover/0301168/34954	SLO0301168	FLUMTR INS CVR A-71 BLK PLS	290	\$11.65	\$ 3,378.50	40%	\$ 6.99	\$ 2,027.10
15	SLOAN	https://www.fwwebb.com/wosn/?query=SLO3301041	SLO3301041	FLUMTR RPR KIT A-41-A F/REGA 1.6GPF WC	290	\$40.00	\$ 11,600.00	40% 🥇	\$ 24.00	\$ 6,960.00
16	PURE PRO	https://www.fwwebb.com/wosn/?query=PRO34SLCO	PRO34SLCO	SLP CPLG 3/4" COP PRSxPRS	290	\$13.63	\$ 3,952.70	50%	\$ 6.82	\$ 1,976.35
17	HERCULES	https://www.fwwebb.com/product/Hercules/Johni-Ring-Wax-Gasket/90220/11320	HER90-220	WAX GSKT JOHNI-RING W/HORN 3 AND 4"	291	\$3.00	\$ 873.00	40%	\$ 1.80	\$ 523.80
18	SLOAN	https://www.fwwebb.com/wosn/?query=\$LO3301044	SLO3301044	FLUMTR RPR KIT A-42-A F/REGA 1.0GPF URIN	390	\$40.00	\$ 15,600.00	40%	\$ 24.00	\$ 9,360.00
19	PURE PRO	https://www.fwwebb.com/wasn/?query=PRO12CO	PRO12CO	CPLG W/STP 1/2" COP PRSxPRS	390	\$4.20	\$ 1,638.00	50%	\$ 2.10-	\$ 819,00
20	PURE PRO	https://www.fvwebb.com/product/PurePro/Elbow/34S90/943302	PRO34S90	ELL 90DEG ST 3/4" COP PRSxFTG	260	\$7.81	\$ 2,030.60	50%	\$ 3.91	\$: 1,015,30
	\$ 357,811.82 \$ 210,698.00									

Gary S. Lunetta Director (603) 271-2201

Commonly purchased items RFB 2788-24 Plumbing Fixture Repair Parts

- 6	Example Most commonly purchased items The Granite Group Wholesalers LLC									
item	Manufacturer	Catalog/ Web Link	Product Id	Description	Qty	List Price	Extended List Price	Discount %	Sell Price	Extended Sell Price
1	Watts Grease Traps	https://www.watts.com/dfsmedia/0533dbba17714b1ab581ab07a4cbb521/29535-source/pl-wd	WATWD25	8150964 25GPM 50lb Grease Trap w/3" Inlet	5	\$10,768.01	\$ 53,840.05	40%	\$ 6,460.81	\$ 32,304.03
2	Viega ProPress	https://www.viega.us/content/dam/viegadm/download-assets/en_us/tech-marketing/cyr-and-price	1CPU	1" Press Copper Union	23	\$77.58	\$ 1,784.34	45%	\$ 42.67	\$ 981.39
3	Watts Regulator	https://www.watts.com/dfsmedia/0533dbba17714b1ab581ab07a4cbb521/18056-source/pl-watts/p	WATLF26A3810125	3/8" IPS LF 2-Way Wtr Pressure Regulator	40	\$382.50	\$ 15,300.00	40%	\$. 229.50	\$ 9,180.00
4	Kohler Commercial C	https://www.kohler.com/en/products/commercial/shop-commercial-toilets/highcliff-ultra-floor-mo	K96057WHI	96057 WHI Highcliff ADA Flshomtr El Bowl 1.0-1.6	39	\$225.90	\$ 8,810.10	30%	\$ 158.13	\$. 6,167.07
5	Kohler China Fixtures	https://www.kohler.com/en/products/tollets/shop-toilets/highline-comfort-height-elongated-bowl-	K4199WHI	Highline C/H Elongated Toilet Bowl WHI	40	\$303.00	\$ 12,120.00	30%	\$ 212.10	\$ 8,484.00
6	Elkay Water Coolers	https://www.elkay.com/products/details/51300C	ELK51300C12PK	51300C-12PK WTRSENTRY PLS WATER BOTTLE FIL	20	\$1,339.00	\$ 26,780.00	40%	\$ 803.40	\$ 16,068.00
7	Delta Faucets	https://www.deltafaucet.com/commercial/sink-faucets/product/27C2924.html	D27C2924	27C2924 CP 8CC D/M 2 VR HOOD BLD HDL KIT FC	19	\$351.60	\$ 6,680.40	30%	\$ 246.12	\$ 4,676.28
8	Delta Faucets	https://www.deltafaucet.com/commercial/lavatory-faucets/product/3579LF-WFHDF.html	D3579LFWFHDF	3579LF-WFHDF CP WB HDL 1.5 WS LAV FCT W/GF	31	\$402.25	\$ 12,469.75	40%	\$ 241.35	\$ 7,481.85
9	Delta Faucets	https://www.deltafaucet.com/commercial/bathroom/product/2529LF-HDF.html	D2529LFHDF	2529LF-HDF CP 4CC 2 HDL WR. BLD LAV FCT W/GF	40	\$255.15	\$ 10,206.00	40%	\$ 153.09	\$ 6,123.60
10	Delta Faucets	https://www.deltafaucet.com/commercial/lavatory-faucets/product/511LF-HDF.html	D511LFHDF	511LF-HDF CP SGL LVR 4CC LAV FCT L/GRID STRN	40	\$197.95	\$ 7,918.00	40%	\$ 118.77	\$ 4,750.80
11	Sloan Valves	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%20Book%202%20	SLO3301038	3301038 A-38-A REGAL 3.5 W/C REPAIR KIT	121	\$36.00	\$ 4,356.00	40%	\$ 21.60	\$ 2,613.60
12	Sloan Valves	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%208ook%202%20	SLO3012636	186-1 1.0 GPF CP Exposed Standard Flush Valve	13	\$256.06	\$ 3,328.78	40%	\$ 153.64	\$ 1,997.27
13	Sloan Valves	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%20Book%202%205	SLO3010000	111 1.6 GPF CP Exposed Standard Flush Valve	40	\$256.05	\$ 10,242.00	40%	\$. 153.63	\$ 6,145.20
14	Sloan Valves	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%20Book%202%20	SLO3301041	3301041 A-41-A REGAL 1.6 W/C REPAIR KIT	186	\$40.00	\$ 7,440.00	40%	\$ 24.00	\$ 4,464.00
15	Sloan China	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%20Book%202%20	SLO1101009	1101009 SU-1009 W/D URINAL STD HE UNIV T/S .	120	\$338.50	\$ 40,620.00	40%	\$ 203.10	\$ 24,372.00
16	Sloan Valves	https://www.sloan.com/sites/default/files/2023-03/Sloan%20Complete%20Price%20Book%202%20	SLO3323192	3323192 V-551-A VACUUM BREAKER REPAIR KIT	147	\$5.00	\$ 735.00	40%	\$ 3.00	\$ 441.00
17	Watts Regulator	https://www.watts.com/dfsmedia/0533dbba17714b1ab581ab07a4cbb521/18056-source/pl-watts/p	WAT174A11230	1-1/2" IPS Boiler Pressure Relief Valve	8	\$1,659.00	\$ 13,272.00	40%	\$ 995.40	\$ 7,963.20
18	T&S Brass Faucets	https://www.tsbrass.com/p/prerinseunits/8-0133-B	TSB0133B	Easy Install W/M Pre-Rinse Assy 8" CC CP	12	\$705.00	\$ 8,460.00	40%	\$ 423.00	\$ 5,076.00
19	American Granby	https://www.americangranby.com/Products/GetDisplayView?url=FootAndCheckValvesAndHydrants	AG54515NL	Frost Proof Yard Hydrant 5' Bury Depth	25	\$272.24	\$ 6,806.00	40%	\$ 163.34	\$ 4,083.60
20	Viega ProPress	https://www.viega.us/content/dam/viegadm/download-assets/en_us/tech-marketing/cvr-and-price	1CP90	1" Press Copper 90 Elbow	304	\$15.75	\$ 4,788.00	45%	\$ 8.66	\$ 2,633.40
	-	N	-			_	\$ 255,956.42			\$ 156,006.29

Company	Extended List Price Total	Extended Sell Price Total	Difference \$
F.W. Webb Company	\$ 357,811.82	\$ 210,698.00	\$ 147,113.82
The Granite Group Wholesalers LLC	\$ 255,956.42	\$ 156,006.29	\$ 99,950.14



Gary S. Lunetta Director (603) 271-2201

RFB Bid Summary

F.W. Webb Company - 160 Middlesex Turnpike Ber	dford, MA 01730
Manufacturer	Discount Bib
SECTION I	
4Pro R&Q Ningbo	0
Acom	35
American Granby	40
American Standard	45
Amtrol Heating Products	40
Apollo	40
Brasscraft Manufacturing	40
Céntral Faucets	40
Chicago Faucets	40
Crane	40
Cuno	40
Dearborn	50
Delta / Delex	40
Eemax	35
Eljer	40
Elkay	40
Franklin Machine Parts	35
General Pipe Cleaners	20
Gerber	35
Gould	35
Grundfos	50
Halsey Taylor	30
Hercules Chemicals	40
Honeywell	40
IPS Corporation	40
Jones-Stephens Corp Walrich	0
Kasa (Lines Inclusive)	0 ~
Just	50
Kohler	35
Krowne	50
Lenox	0
Prier (Prev. Mansfield Brass)	20
Milwaukee	51
Moen	40
NIBCO/4Pro	45
Oatey	40
Powers	25
Purepro	50
R.W. Beckett	35
Rigid	15
Sloan	40
Solder	35
Speakman	20
Symmons	35
T&S	40
Taco	50
Uponor	40
Viega ProPress System	0
Walrich	35
Watts	40



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RFB Bid Summary

Weil-Mclain	30
Westward	0
Willoughby	10
Zoeller	40
York	60
Zum	45
	34.04%

	Est Usage	SECTION 2	Delivered Price	Extended Delivered Price
Items 1" Thread Ball Valve Standard Port -	Usage	004	Delivered Frice	· · · · · · · · · · · · · · · · · · ·
7010501	. 50	Ea	\$39.33	\$1,966.50
Cold Water Filter AP110	48	Ea	\$28.78	\$1,381.44
Domestic Steel Pipe (All Schedules) 1"	1279	Ft	\$12.30	\$15,731.70
Hangers	1545	Ea	\$0.76	\$1,174.20
PVC Schedule 40 - 1"	1350	Pt 1	\$1.00	\$1,350.00
PVC Schedule 80 - 1"	520	Ft. Ft.	\$1.08	\$561.60
ABS Pipe (all schedules) - 1"	250	Pt	\$0.80	\$200.00
9				\$22,365.44

	SECTION 3	
Pipe	Brand	Discount Bid
Black, galvanized, all schedules and sizes	Wheatland	20
Brass Pipe, all schedules and sizes	Merit Brass	10
Stainless Steel Pipe	Merit Brass	10
hub and Fernco couplings	Charlotte	30
and configurations	Charlotte	40
-		22.00%

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

2020-2023 Estimated Contract Spend P-Card inclusive	\$632,093.69
Addition - market increases & balance of product & Agency operational projects and	
repairs	\$63,209.37
Recommended Contract Price Limitation	\$695,303.06

	Recommendation Summary	
Price Limitations	\$695,303.06	
Number of Compliant Solicitations Received	2	
Number of Sourced bidders	13	
Number of NIGP Vendors Sourced	109	
Number of non-responsive bidders	119	
P-37 Checklist Complete	Yes	
D&B Report Attached	N/A	
Method of Payment (P-card/ACH)	P-card & ACH	
Expiring Contract Price Limitations	N/A	



Gary S. Lunetta Director (603) 271-2201

RFB Bid Summary

Special Notes:

F.W. Webb Company's contract did not contain a price limitation The multi-awarded Plumbing & Fixture Repair Parts contract noted above will provide consistent and centralized agency-level experience with the ability to obtain multiple quotes for purchases of over \$2,000.00 in one single transaction, acquiring best possible cost savings. Agencies shall acquire quotes from both awarded/contracted vendors for plumbing and fixture repair parts as required. All participating State agencies can expect to achieve competitive pricing for products, and not all items quoted can be purchased against each individual contract with the over 70+ types, sizes, schedules and product materials. Vendors can and are limited as to what products and who manufactures choose as distributors of their product, therefore there can not be a guaranteed product list by contractor and are represented by "Not Available" or 0. Agencies are able to establish contract relationships with both contractors who are equipped to cover the emergency or planned repair needs.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
Department of Administrative Services Bureau of Purchase and Property		25 Capitol Street, Room 102 Concord, NH 03301			
1.3 Contractor Name F.W. Webb Company		1.4 Contractor Address 160 Middlesex Turnpike Bedford, MA 01730			
1.5 Contractor Phone Number 1.6 Account Unit and Class		1.7 Completion Date	1.8 Price Limitation		
781-272-6600	Various	11/30/2026	\$695,303.06		
1.9 Contracting Officer for St Gary Lunetta 1.11 Contractor Signature	ate Agency	1.10 State Agency Telephone Number 603-271-3606			
Rolling June	Date: 9. 27.23	Robert Muccicirone, COO			
1.13 State Agency Signature	• • • • • • • • • • • • • • • • • • •	1.14 Name and Title of State Agency Signatory			
Cl and	Date: 10/26/23				
1.15 Approval by the N.H. De	partment of Administration, Divis	ion of Personnel (if applicable)			
Ву:		Director, On:			
1.16 Approval by the Attorney	General (Form, Substance and Ex	xecution) (if applicable)			
Ву: 1	+EL	On: 10/30/23			
1.17 Approval by the Governo	r and Executive Council (if applie	cable)			
G&C Item number:		G&C Meeting Date:			

Contractor Initials
Date 9. 27. 23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials
Date 9-27

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, injury, property damage, intellectual property personal 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.

Contractor Initials
Date 9-27-23

EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION

F.W. Webb 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 F.W. Webb Company product in accordance with the bid submission in response to State Request for Bid #2788-24 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37

b. EXHIBIT A Special Provisions

c. EXHIBIT B Scope of Services

d. EXHIBIT C Method of Payment

e. EXHIBIT D RFB 2788-24

f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2788-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on December 1, 2023 or upon approval of the Governor and Executive Council, whichever is later, through November 30, 2026, a period of approximately three (3) years.

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

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SPECIFICATION COMPLIANCE:

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

Unless otherwise specified by the Bureau of Purchase and Property, all product offered by the Contractor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this contract are equivalent to the type and quality required. Different make(s) and model(s) are permitted; however, products shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency the product meets or exceeds minimum required standards. Product not meeting

Contractor Initials

Date 4-27-23

minimum standards shall not be accepted. Product literature and specifications may be required prior to order placement.

5. SCOPE OF WORK

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

Plumbing fixtures, products, equipment and supplies examples are as follows; black fittings, copper fittings, chemicals, controls, drains, faucets, flush valves, fittings, heating, insulation, pipes and fittings, pumps, sinks, sprinklers, valves, water coolers, water heaters. Reference "Offer" section for applied discounts by manufacturers.

Except as otherwise provided in this Scope of Services, all deliveries performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in delivery hours shall be pre-approved by the Contracting Officer.

The Contractor shall not commence delivery until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

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

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

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

Contractor Initials
Date 9-27-23

If sub-contractors are to be utilized, Contractor shall provide 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. USAGE REPORTING

The Contractor shall submit a quarterly 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, Liz Moskalenko and sent electronically to Elizabeth A. Moskalenko@DAS. NH. Gov. At a minimum, the Report shall include:

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

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product strictly pursuant to, and in conformity with, the specifications described in State RFB #2788-24, as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

https://das.nh.gov/purchasing/vendorreaistration/(S/q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx

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

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

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

Page 8 of 15

Contractor Initials

Date 4-27-23

9. CONFIDENTIALITY & CRIMINAL RECORD

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

EXHIBIT C METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Plumbing & Fixture Repair Parts in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$695,303.06; 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.

2. PRICE ADJUSTMENTS

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

The annual increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied on the contractor by the manufacturer. Requests for price increases may only be based on increased manufacturer prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.

Contractor shall also pass on to the State, any price decreases with adjusted pricing taking effect as they become available to the Contractor or general trade. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part of, or the entire contract, if deemed to be in the States best interest.

3. PRICING STRUCTURE

Discounts and pricing applicable of and by reference through https://www.fwwebb.com/

**************************************	Manufacturer	Discount
Acorn		35%
American Granby		40%
American Standard		45%
Amtrol Heating Products		40%
Apollo		40%
Brasscraft Manufacturing		40%
Central Faucets		40%
Chicago Faucets		40%
Crane		40%
Cuno		40%
Dearborn		50%
Delta / Delex		40%
Eemax		35%
Eljer		40%
Elkay		40%
Franklin Machine Parts		35%

Contractor Initials
Date

Page 10 of 15

General Pipe Cleaners		20%
Gerber	·	35%
Gould		35%
Grundfos		50%
Halsey Taylor	*,	30%
Hercules Chemicals		40%
Honeywell		40%
IPS Corporation	•	40%
Just		50%
Kohler		35%
Krowne		50%
Prier (Prev. Mansfield Brass)		20%
Milwaukee	1	51%
Moen		40%
NIBCO/4Pro		45%
Oatey		40%
Powers		25%
Purepro		50%
R.W. Beckett		35%
Rigid		15%
Sloan		40%
Solder		35%
Speakman		20%
Symmons		35%
T&S		40%
Taco		50%
Uponor		40%
Walrich		35%
Watts		40%
Weil-Mclain		30%
Willoughby	1	10%
Zoeller		40%
York		60%
Zum		45%

Repairillann	Delivered Rice
1" Thread Ball Valve Standard Port - 7010501	\$39.33
Cold Water Filter AP110	\$28.78
Domestic Steel Pipe (All Schedules) 1"	\$12.30
Hangers	\$0.76
PVC Schedule 40 - 1"	\$1.00
PVC Schedule 80 - 1"	\$1.08
ABS Pipe (all schedules) - 1"	\$0.80

Mipòra :	Brand	Discount
Black, galvanized, all schedules and sizes	Wheatland	20%
Brass Pipe, all schedules and sizes	Merit Brass	10%
Stainless Steel Pipe .	Merit Brass	10%
Soil Pipe fittings: cast iron, to include no hub and Fernco couplings	Charlotte	30%
Poly Pipe & fittings: all schedules, sizes and configurations	Charlotte	40%

4. VENDOR'S BALANCE OF PRODUCT

During the term of contract, the state may purchase other items in relation to Plumbing & Fixture Repair Parts from the Contractors Balance of Product Line.

Balance of Product specialty orders will be permitted ten (10) business days FOB Destination.

Manufacturers identified above are covered under this contract. There shall be no full systems (i.e., furnace, boiler, hvac etc.) permitted.

5. SPECIAL ORDERS

Special order items will have delivery or lead times expressed to contract user at time of order/inquiry. It will be the Contractors responsibility to maintain communication with the manufacturer of the "special order" product to ensure order product meets stated delivery time(s).

6. INTERNET ORDERDERING

If Contractor has internet ordering available, the successful Contractor shall provide Internet Catalogs for all Agencies/Participants as described below;

- Internet Catalogs available
- Provide a URL link

7. WEB CATALOG CAPABILITIES

If Contractor has Web Catalog Capabilities, the successful Contractor shall have at a minimum, the website catalog capabilities listed below;

- Capability to accept on-line orders from any State of New Hampshire agency or other eligible user
- Multiple search options from narrow options to specific search criteria
- Order status and order tracking capabilities
- Order history
- Allow users to develop personal lists and profiles, and a secure means for storing procurement card Information
- Online assistance to use site should be available at a minimum during normal business hours.
- Technical data illustrations, parts availability and access to web based product sourcing are all required
- Ability to accept "P-Card" payment.

8. CATALOGS

The Contractor shall provide, current illustrated on-line catalogs, blue sheets or pricelists, specification guides and cut sheets to all utilizing State agencies at the agencies or the Bureau of Purchase and Property's request.

Contractor Initials

Date 9-27-23

9. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the delivery and shall include a brief description of the product.

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

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

9. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury

Page 13 of 15

Contractor Initials_

Date 9-27-23

EXHIBIT D

RFB #2788-24 is incorporated here within.

Page 14 of 15

Contractor Initials Date 4.

EXHIBIT E

Contractor's bid is incorporated here within

Page 15 of 15

Contractor Initials

Date 4-7.1-2

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 F.W. WEBB COMPANY is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 10, 1974. 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: 4089

Certificate Number: 0006287593



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of July A.D. 2023.

David M. Scanlan Secretary of State

Corporate Bylaws

1, Michael Michael, hereby certify that I am duly elected
Clerk/Secretary/Officer of FW Wlbb CO . I hereby certify the following (Name of Corporation)
is a true copy of the current Bylaws or Articles of Incorporation of the Corporation and that
the Bylaws or Articles of Incorporation authorize the following officers or positions to bind
the Corporation for contractual obligations (List officer titles or position)
I further certify that the following individuals currently hold the office or positions
authorized: Robert MOCCIGCONE. (List individuals holding positions authorized).
I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate. DATED: 9-27-23 ATTEST:
ANgme & Title and

FWWEBBC-01

REVISION NUMBER:

NFOWLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 License # 1780862 CONTACT Rita McManus HUB International New England PHONE (A/C, No. Ext): (978) 661-6717 FAX (A/C, No): 300 Ballardvale Street Wilmington, MA 01887 E-MAIL ADDRESS: rita.mcmanus@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: The Phoenix Insurance Company 25623 INSURED INSURER 8: Travelers Property Casualty Company of America 25674 INSURER C: The Travelers Indemnity Company F. W. Webb Company 25658 160 Middlesex Turnpike INSURER D: Travelers Casualty and Surety Company 19038 Bedford, MA 01730-2730 INSURER E : INSURER F: **COVERAGES**

CERTIFICATE NUMBER:

	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RI								
C	ERTIFICATE MAY BE ISSUED OR MAY	PERT.	AIN,	THE INSURANCE AFFORDED B'	Y THE POLIC	IES DESCRIB			
INSR	XCLUSIONS AND CONDITIONS OF SUCH F	ADDL S				PAID CLAIMS. POLICY EXP (MM/DD/YYY)			
		INSD \	OVW	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	5	4 000 000
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	5	1,000,000
	CLAIMS-MADE X OCCUR			Y-660-6T965123-PHX-23	9/1/2023	9/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
		1					MED EXP (Any one person)	S	5,000
							PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	l					GENERAL AGGREGATE	s	2,000,000
	POLICY 置给 X LOC	l					PRODUCTS - COMP/OP AGG	s	2,000,000
	OTHER:							s	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	X ANY AUTO			810-6T964347-TIL-23	9/1/2023	9/1/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	S	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S	
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C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-7T027901-23-43	9/1/2023	9/1/2024	AGGREGATE	s	10,000,000
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
·········				UB-6T996486-23-51-D	9/1/2023	9/1/2024	E.L. EACH ACCIDENT	\$	500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE N. N. (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes; describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (AC	ORD	101, Additional Remarks Schedule, may b	e attached If more	e space is require	<u> </u> ed)		

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire **Department of Administrative Services** Division of Procurement and Support Services 25 Capitol Street - Room 102 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER							
Date: 8/3/2023	Company Name: FW WEBB COMPANY Address:						
	160 MIDDLESEX TURNPIKE						
	BEDRORD MA 01730						
To: Point of Contact: Liz Moskalenko Telephone: 603-271-3122 Email: <u>NH.Purchasing@das:nh.gov</u>							
RE: Bid Invitation Name: Bid Number: 27,68-24 Bid Posted Dafe (on or by): 07/20/2023 Bid Closing Date and Time: 08/03/2023 @ 11:00 AM (EST)							
(collectively referred to as "Vendor") hereby submits an offer as	of <u>FW WEBB CAMPBRY</u> [insert name of entity submitting bid contained in the written bid submitted herewith ("Bid") to the State of New air Parts at the price(s) quoted herein in complete accordance with the						
Vendor attests to the fact that;							
principal officers (principal officers refers to individuals with mana. a. Has, within the past 2 years, been convicted of, or plea or county or municipal ordinance prohibiting specified annulled; b. Has been prohibited, either permanently or temporarily c, Has previously provided false, deceptive, or fraudulent document submitted to the state of New Hampshire, w proposal, or quotation; d. Is currently debarred from performing work on any project. Has, within the past 2 years, failed to cure a default on ls presently subject to any order of the department of la department, agency, board, or commission, finding the rules that the department, agency, board, or commission any other state department, agency, board, or commission and other state department agency, board, or commission and other states are stated as a state and other states are stated as a state and other states are stated as a sta	visions contained in the Bid document, ng date as indicated above, hout collusion with other vendors. endor certifies that neither the Vendor nor any of its subsidiaries, affiliates or agement responsibility for the entity or association): aded guity to, a violation of RSA 356:2, RSA 356:4, or any state or federal law bidding practices, or involving antitrust violations, which has not been or, from participating in any public works project pursuant to RSA 638:20; information on a vendor code number application form, or any other which information was not corrected as of the time of the filling a bid, sect of the federal government or the government of any state; any contract with the federal government or the government of any state; abor, the department of employment security, or any other state at the applicant is not in compliance with the requirements of the laws or on is charged with implementing; used by the department of labor, the department of employment security, imission, which sanction or penalty has not been fully discharged or fulfilled; ing or unfulfilled penalty for any crime or violation noted in this section; inviction, plea of guilty, or finding relative to any crime or violation noted in the conviction, plea, finding, or debarment; or						
indicates that all State of New Hampshire terms and conditions of and conditions submitted by the responding vendor are null and	egally obligate the responding vendor. A signature on this document are accepted by the responding vendor and that any and all other terms of void, even if such terms and conditions have terminology to the contrary, an apphire terms and conditions as stated on the reverse of the purchase Authorized Signor's Title INSTITUTIONAL & GUM. SALLS						

Page 1 of 14

Contractor Initials Date 8/5/20

REQUEST FOR BID FOR

Plumbing & Fixture Repair Parts

FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and/or delivery of Plumbing and Fixture Repair Parts to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

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

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

BID INQUIRIES:

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

Questions shall be submitted by E-mail to Liz Moskalenko at the following address: Elizabeth.A.Moskalenko@DAS.NH.Gov

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

BID DUE DATE:

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

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

ADDENDA:

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

https://apps.das.nh.gov/bidscontracts/bids.aspx

TIMELINE:

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

07/20/2023

Bid Solicitation distributed on or by

08/01//2023

Last day for questions, clarifications, and/or requested changes to bid

08/03/2023

11:00 AM (EST) Bid Closing

10/01/2023

Implementation of Contract

Page 2 of 14

Contractor Initials Property Date 12027

TERMS OF SUBMISSION:

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

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

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

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

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

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

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

CONTRACT TERM:

The term of the contract shall commence December 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services or upon approval of the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years through November 30, 2026.

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

CONTRACT AWARD:

The award shall be made to the Primary and Secondary (if available) Vendors meeting the criteria established in this RFB and providing the lowest cost in total and based on minimum average discount per applicable sections. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contracts.

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

NOTIFICATION AND AWARD OF CONTRACT(S):

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

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

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

LIABILITY:

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

Contractor Initials

Date 48 1201

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

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

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

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

By submitting a proposal, Bidders acknowledge and agree that:

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

TERMINATION:

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

VENDOR CERTIFICATIONS:

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

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

CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

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

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

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

Updated Published Price List MUST be e-mailed to Elizabeth. A. Moskalenko@DAS.NH. Gov.

PRICE ADJUSTMENTS:

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

The annual increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied on the contractor by the manufacturer. Requests for price increases may only be based on increased manufacturer prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.

Vendor shall also pass on to the State any price decreases with adjusted pricing taking effect as they become available to the vendor or general trade. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

AUDITS AND ACCOUNTING:

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

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

ESTIMATED USAGE:

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

Contractor Initials

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, Liz Moskalenko and sent electronically to Elizabeth.A.Moskalenko@DAS.NH.Gov. At a minimum, the Report shall include:

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

ESTABLISHMENT OF ACCOUNTS:

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

ELIGIBLE PARTICIPANTS:

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

PAYMENT:

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

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

TERMS OF PAYMENT:

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

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: https://apps.das.nh.gov/bidscontracts/bids.aspx

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

Contractor Initials

Page 6 of 14

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

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx

IF AWARDED A CONTRACT:

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

Section 1.3 Contractor Name
Section 1.4 Contractor Address

Section 1.11 Contractor Signature

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

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

SPECIFICATION COMPLIANCE:

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

SPECIFICATIONS:

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

SCOPE OF WORK:

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

Plumbing fixtures, products, equipment and supplies examples are as follows; black fittings, copper fittings, chemicals, controls, drains, faucets, flush valves, fittings, heating, insulation, pipes and fittings, pumps, sinks, sprinklers, valves, water coolers, water heaters. Reference "Offer" section for applied discounts by manufacturers.

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

If <u>sub-contractors</u> 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.

Contractor Initials 2/3/2023

WARRANTY REQUIREMENTS:

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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

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

NON-EXCLUSIVE CONTRACT:

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

DISASTER RECOVERY:

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

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

RETURNED GOODS:

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

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

SPECIAL ORDERS:

Special order items will have delivery or lead times expressed to contract user at time of order/inquiry. It will be the bidders' responsibility to maintain communication with the manufacturer of the "special order" product to insure order item meets the stated delivery time. All quoted or stated delivery times will be from the receipt of verbal, telephone, fax or e-mail orders.

CATALOGS:

The Contractor shall provide, current illustrated catalogs, blue sheets or pricelists, specification guides and cut sheets to all utilizing State agencies at the agencies by request, as well as the Bureau of Purchase and Property.

Contractor Initials_ Date_

nitials_____

INTERNET ORDERDERING:

If Vendor has internet ordering available, the successful Vendors shall provide Internet Catalogs for all Agencies/Participants as described below;

- · Internet Catalogs available
- · Provide a URL link

WEB CATALOG CAPABILITIES:

If Vendor has Web Catalog Capabilities, the successful Vendor shall have at a minimum, the website catalog capabilities listed below;

- · Capability to accept on-line orders from any State of New Hampshire agency or other eligible user
- Multiple search options from narrow options to specific search criteria
- · Order status and order tracking capabilities
- Order history
- Allow users to develop personal lists and profiles, and a secure means for storing procurement card Information
- Online assistance to use site should be available at a minimum during normal business hours.
- Technical data illustrations, parts availability and access to web based product sourcing are all required
- · Ability to accept "P-Card" payment.

OFFER:

Bidding vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension. Percent discount shall be the same across manufacturers' entire product line.

See Attachment 1: Offer Sheet

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

During the term of contract, the state may purchase other items in relation to Plumbing & Fixture Repair Parts from the successful vendors Balance of Product Line. Please use the table below to indicate the discount that you will offer on the below noted or on any Balance of Product items.

All items ordered shall include all shipping/freight charges as specified in "Bid Offer". Manufactures identified above are covered under this contract. There shall be no full systems (i.e., furnace, boiler, hvac etc.) permitted.

COMPANY DISTRIBUTION SITE LOCATIONS:

If applicable, please attach your company distribution site list for all State transactions.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days ARO with FOB as destination, unless a considered a Balance of Product specialty order, at which time ten (10) business days will be permitted with FOB as destination.

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

DELIVERY LOCATIONS:

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

If required, please see NH District Map for clarifications.

https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf

Contractor Initials Date 8/5/1022

nowledgeable of and who can answe	er questions regarding, this bid response.
609-855-9139	800 312 3006
Local Telephone Number	Toll Free or Cell Telephone Number
WWW.FWWEBB.	on
Company Website	
160 Middlesex Tun	NPINO, BEOFULO, MA 01730
	609-855-9139 Local Telephone Number WWW.FWWEBB. Company Website

Vendor Address

ATTACHMENTS:

Vendor Company Name

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

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

VENDOD CONTACT INCODMATION.

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

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Meeting ID: 218 744 529 598 Passcode: R8Vpgw

Download Teams | Join on the web Join with a video conferencing device nhgov@m.webex.com

Video Conference ID: 111 457 117 8 Alternate VTC instructions Or call in (audio only)

+1 603-931-4944,,602249720# United States, Concord Phone Conference ID: 602 249 720#

Find a local number | Reset PIN Learn More | Meeting options

Contractor Initials

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

1.	IDENTIFICATION.			
1.1 S	State Agency Name		1.2 State Agency Address	
1.3	Contractor Name		1.4 Contractor Address	
	Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
	Contracting Officer for State	e Agency	1.10 State Agency Telephone Nu	mber
1.11	Contractor Signature		1.12 Name and Title of Contrac	tor Signatory
		Date:		
1.13	State Agency Signature		1.14 Name and Title of State Ag	gency Signatory
		Date:		
1.15	Approval by the N.H. Depart	artment of Administration, Divisio	n of Personnel (if applicable)	
	Ву:		Director, On:	
1.16	Approval by the Attorney	General (Form, Substance and Exe	cution) (if applicable)	
	Ву:		On:	
1.17	Approval by the Governor	and Executive Council (if applica	ıble)	
	G&C Item number:		G&C Meeting Date:	

Contractor Initials Date 43/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination:
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less

than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

- 16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver

or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

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

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

- 20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.
- 22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- 25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE

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

ADDENDUM # 01 TO BID INVITATION # 2788-24

Posted: 7/25/2023

DATE OF BID CLOSING: 08/03/2023

TIME OF BID CLOSING: 11:00 AM

(EST)

FOR: Plumbing & Fixture Repair Parts

Vendor Question(s):

Question in preparing our Plumbing & Fixture Repair Parts Bid. On Attachment 1, Section 2, except for the first two items that are individual items; you are asking for a Delivered Price and Extended Delivered Price on the rest of the lines. Those line items are an accumulation of various sizes and quantities, and would vary from year to year. Should those lines be a discount instead an actual price? Please advise.

Agency Response(s):

Bid 2788-24 Attachment 1 now replaced with and by Bid 2788-24 Attachment 1 Rev 1

PURCHASING AGENT: Liz Moskalenko E:Mail: NH.Purchasing@das.nh.gov

NOTE:

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

BIDDER FW WEBB COMPANY ADDRESS 160 Middlesex Translite

BY BEDFERD, MA 01730

(this document must be signed)

SCOTT COMEN TEL. NO. 609 855-9139

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

PURCHASING AGENT: Liz Moskalenko E:Mail: <u>NH.Purchasing@das.nh.gov</u>

NOTE:

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

BIDDER FW WEBB COMPANY ADDRESS 160 MIDDLESEY THYPIKE
BY (this document must be signed)

ADDRESS 160 MIDDLESEY THYPIKE

(please type or print name)

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

TEL. NO.

STATE OF NEW HAMPSHIRE

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

ADDENDUM # 02 TO BID INVITATION # 2788-24

Posted: 7/25/2023

DATE OF BID CLOSING: 08/03/2023

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

FOR: Plumbing & Fixture Repair Parts

Vendor Question(s):

Secondary question to Addendum 1, what is the pipe diameters in Section 2 to quote? Is there a general / diameter / specific size to quote?

Agency Response(s):

Delivered price shall remain quoted by existing unit of measure (price per foot) and now with a 1" diameter. Change to Addendum 1: Attachment 1 Rev1 - Section 2 lines 3, 5, 6 & 7 - addition of diameter (see below).

CURRENTLY READS:

SECTION 2

Ttems		U O M	Delivered Price	Extended Delivered Price
1" Thread Ball Valve Standard Port - 7010501	50	Ea	\$	\$
Cold Water Filter AP110	48	Ea	\$	\$
Domestic Steel Pipe (All Schedules)	1279	Ft	\$	\$
Hangers	1545	Ea	\$	\$
PVC Schedule 40	1350	Ft	\$	s
PVC Schedule 80	520	Ft	S	\$
ABS Pipe (all schedules)	250	Ft	\$	\$
8 8 8 9 9 5 5 A 2000 8 8 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			Total	78 35 5 5 2 2 2 2 3 5 5 5 5 5 5 5 5 5 5 5

CHANGE TO READ:

SECTION 2

Items	Estimated Contract Usage	U O M	Delivered Price	Extended Delivered Price
1" Thread Ball Valve Standard Port - 7010501	50	Ea	s	\$
Cold Water Filter AP110	48	Ea	\$	\$
Domestic Steel Pipe (All Schedules) - 1"	1279	Ft	\$	\$
Hangers	1545	Ea	\$	\$
PVC Schedule 40 - 1"	1350	Ft	\$	\$
PVC Schedule 80 - 1"	520	Ft	\$	s
ABS Pipe (all schedules)	250	Ft	\$	\$
			Total	15

SECTION 1

Manufedurer	Discount	. Manufadurar	<u>जिल्ल</u> ा
4Pro R&Q Ningbo	0	Kohler	35
Acorn	35	Krowne	50
American Granby	40	Lenox	0
American Standard	45	Prier (Prev. Mansfield Brass)	20
Amtrol Heating Products	40	Milwaukee	51
Apollo	40	Moen	40
Brasscraft Manufacturing	· 40	NIBCO/4Pro	45
Central Faucets	40	Oatey	40
Chicago Faucets	40	Powers	25
Crane	40	Purepro	50
Cuno	40	R.W. Beckett	35
Dearborn	50	Rigid	15
Delta / Delex	40	Sloan	40
Eemax	35	Solder	35
Eljer	40	Speakman	20
Elkay	40	Symmons	35
Franklin Machine Parts	35	T & S	40
General Pipe Cleaners	20	Тасо	50
Gerber	35	Uponor	40
Gould	35	Viega ProPress System	0
Grundfos	50	Walrich	35
Halsey Taylor	30	Watts	40
Hercules Chemicals	40	Weil-Mclain	30
Honeywell	. 40	Westward	0
IPS Corporation	40	Willoughby	10
Jones-Stephens Corp Walrich	0	Zoeller	40
Kasa (Lines Inclusive)	0	York	60
Just	50	Zum	45
		Total Average Discount	34,03571429

SECTION 2

Items	Estimated Contract Usage	UOM	Delivered Price	Extended Delivered Price
1" Thread Ball Valve Standard Port - 7010501	50	Ea	\$39.33	\$1,966.50
Cold Water Filter AP110	48	Ea	\$28.78	\$1,381.44
Domestic Steel Pipe I"	1279	Ft	\$12.30	\$15,731.70
Hangers 1"	1545	Ea	\$0.76	\$1,174.20
PVC Schedule 40 1"	1350	Ft	\$1.00	\$1,350.00
PVC Schedule 80 1"	520	Ft	\$1.08	\$561.60
ABS Pipe 1"	250	Ft	\$0.80	\$200.00
			Total	\$ 22,365.44

SECTION 3

Pipe	4" Y	Brand	Discount
Black, galvanized, all schedules and sizes		Wheatland	20

Brass Pipe, all schedules and sizes	Merit Brass	10
Stainless Steel Pipe	Merit Brass	10
Soil Pipe fittings: cast iron, to include no hub and Fernco couplings	Charlotte	30
Poly Pipe & fittings: all schedules, sizes and configurations	Charlotte	40
	Total Average Discount	22

3.