

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 2/19/2020

CONTRACT #: 8002666

NIGP CODE: 393-4300

CONTRACT FOR: FOOD – Baked Goods

CONTRACTOR: Koffee Kup Bakery, Inc

VENDOR CODE #: 229850

SUBMITTED FOR ACCEPTANCE BY:



LORETTA RAZIN, PURCHASING MANAGER  
BUREAU OF GRAPHIC SERVICES

DATE 2/26/2020

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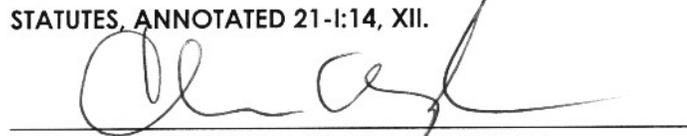
APPROVED FOR ACCEPTANCE BY:



GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 2/26/2020

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/26/2020

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Division of Procurement and Support Services  
Bureau of Purchase and Property  
25 Capitol Street, Room 102, State House Annex  
Concord, NH 03301-6398

Date: 2/7/20

Bid No.: 2292-20

Date of Bid Closing: 02/19/19

Time of Bid Closing: 11:15 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO LORETTA RAZIN: E-mail [Loretta.Razin@DAS.NH.Gov](mailto:Loretta.Razin@DAS.NH.Gov)  
EMAIL YOU'RE BID TO: [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)

### BID INVITATION FOR CONTRACT: FOOD - BAKED GOODS

[Insert name of signor] JEAN-FRANCOIS MORIN, on behalf of KOFFER KUP BAKERY INC [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 2292-20 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature [Signature] Authorized Signor's Title CEO

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: CHITTENDEN STATE: VT ZIP: 05476

On the 13 day of February, 2020, personally appeared before me, the above named J.F. Morin, in his/her capacity as authorized representative of [Signature], known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: 1-31-2021 (Date)

Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

**OFFER:**

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.

See ATTACHMENT A

**VENDOR CONTACT INFORMATION:**

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

BRIAN CARPENTIER                      (603) 493-9898                      \_\_\_\_\_  
Contact Person                      Local Telephone Number                      Toll Free Telephone Number

bcarpentier@koffeekupbakery.biz                      www.koffeekupbakery.com  
E-mail Address                      Company Website

Koffee Kup Bakery, Inc.                      59 Rathe Road, Colchester VT 05446  
Vendor Company Name                      Vendor Address

**DELIVERY LOCATIONS:**

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

See Attachment B for location clarification.

**ATTACHMENTS:**

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

- Attachment A: OFFER SHEET
- Attachment B: DELIVERY LOCATIONS

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

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## **BID INVITATION FOR: FOOD - BAKED GOODS**

### **PURPOSE:**

The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

### **INSTRUCTIONS TO VENDOR:**

**Read the entire bid invitation prior to filling it out.** Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 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 Loretta Razin at the following address: Loretta.Razin@DAS.NH.Gov

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

### **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, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>

### **TIMELINE:**

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

02/06/2020	Bid Solicitation distributed on or by
02/14/2020	Last day for questions, clarifications, and/or requested changes to bid
02/19/2020	11:15 AM (EST) Bid Closing
03/01/2020	Implementation / Posting of Contract

### **GOVERNING TERMS AND CONDITIONS:**

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.

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

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

Generally, the full contents of any bid or 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 bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. 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. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. 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 and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall 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 not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**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, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants.

**CONTRACT TERM:**

The term of the contract shall commence March 1, 2020 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions 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. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**CONTRACT AWARD:**

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

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

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

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

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

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

**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.

**TERMINATION:**

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

**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>

- **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 the entire contract period 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 or the Vendor's best/preferred customer.

**ABILITY TO PROVIDE:**

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution. Should substitution be required, vendor must communicate to State/Agency prior to acceptance. See Delivery section below.

**GAURANTEE FRESHNESS:**

The successful Vendor shall be required to deliver orders placed by State/Agency for a guarantee freshness for a minimum of seven (7) days for organic and two (2) weeks for standard items from receipt of order, utilizing the "Use by Date"; "Sell By"; "Best Before" date. Orders received and freshness has failed or not within that period, the State/Agency may return items for a full refund or exchange within seven (7) days from receipt of order, without additional charge/fees/delivery.

**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within four (4) business days from the placement of the order. Delivery is expected to ALL State of NH locations.

Back orders shall be delivered within three (3) days and shall be communicated/verified to ordering agency. Orders out of stock or unavailable, successful vendor shall communicate with ordering agency on possible substitution or cancelling items. Discontinued items need communicated to Department of Administrative Services for contract update.

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

**RETURNED GOODS:**

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

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

### **ORDERING PROCEDURE:**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. It is recommended that State/Agency establish a standardized weekly order with delivery established for their standard stock. Orders may be modified for cycle menu changes (summer & winter) and during holiday or special events. Those orders need to be communicated by Agency to Vendor seven(7) days in advance of expected delivery or upon mutual agreement. Eligible participants shall utilize their own individually established ordering procedures.

State/Agency should communicate with vendor during menu change or annually to discuss ordering updates, changes/modifications and concerns to ensure product availability and delivery term are met.

### **AUDITS AND ACCOUNTING:**

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

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

### **ESTIMATED USAGE:**

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

#### **• USAGE REPORTING:**

- The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Loretta Razin and sent electronic to [Loretta.Razin@DAS.NH.Gov](mailto:Loretta.Razin@DAS.NH.Gov). At a minimum, the Report shall include:
  - Contract Number
  - Utilizing Agency and Eligible Participant
  - Items Sold and/or All Products Purchased (showing the manufacturer, item, part number, and the final cost.)
  - Total Cost of all 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 the "Delivery Time" section of this bid invitation, as if an account already exists for the agency.

### **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.

### **INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

### **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'S BALANCE OF PRODUCT LINE ITEMS**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to baked goods from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

### **VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

### **SPECIFICATIONS:**

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

### **SPECIFICATION COMPLIANCE:**

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

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all items offered by the Vendor shall be fresh and within expiration window.

The items indicated in this bid are equivalent to the type and quality required. You may bid different items); 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.

### **MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

### **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.

ATTACHMENT A

**BID 2292-20 OFFER SECTION**

Product	U/M	Pack Size	Weight	Est. Annual State Usage	Unit Cost	Ext. Cost
Wheat Dinner Roll	Ea.	12	14.4 Oz.	821	\$ 1.92	\$ 1,576.32
White Dinner Roll	Ea.	12	14.4 Oz.	483	\$ 1.82	\$ 879.06
Plain Kaiser Roll	Ea.	6	15 Oz.	580	\$ 1.85	\$ 1,073.00
Plain Hoagie Roll	Ea.	6	15 Oz.	518	\$ 1.85	\$ 958.30
Wheat Kaiser Roll	Ea.	6	15 Oz.	605	\$ 1.95	\$ 1,179.75
Wheat Grinder Roll	Ea.	6	19.2 Oz.	696	\$ 1.94	\$ 1,378.08
Sweet Kaiser Roll	Ea.	6	15 Oz.	264	\$ 1.86	\$ 491.04
White Hoagie Roll	Ea.	12	27.6 Oz.	180	\$ 2.24	\$ 403.20
White Hot Dog Roll	Ea.	8	12 Oz.	400	\$ 1.83	\$ 732.00
White Hamburger Roll 8pk	Ea.	8	16 Oz.	444	\$ 1.87	\$ 830.28
White Hamburger Roll 12pk (Small)	Ea.	12	18 Oz.	1639	\$ 1.92	\$ 3,146.88
Wheat Hamburger Roll 12pk (Small)	Ea.	12	20 Oz.	221	\$ 2.04	\$ 450.84
White Hamburger Roll 12pk (Large)	Ea.	12	24 Oz.	2212	\$ 1.97	\$ 4357.64
Wheat Hamburger Roll 12pk (Large)	Ea.	12	24 Oz.	339	\$ 2.09	\$ 708.51
White Hot Dog Roll 12pk	Ea.	12	18 Oz.	3502	\$ 1.89	\$ 6,618.78
Wheat Hot Dog Roll 16pk	Ea.	16	32 Oz.	138	\$ 2.05	\$ 282.90
White English Muffins 6pk	Ea.	6	12 Oz.	4050	\$ 1.85	\$ 7,492.50
Jelly Doughnut 6pk (Plain)	Ea.	6	15 Oz.	150	\$ 2.46	\$ 369.00
Chocolate Donut 6pk	Ea.	6	14 Oz.	379	\$ 2.41	\$ 913.39
Split Top White (Whole)	Ea.	22	22 Oz.	4357	\$ 1.90	\$ 8,278.30
Split Top Wheat (Whole)	Ea.	20	20 Oz.	6437	\$ 1.93	\$ 12,423.41
French (Whole)	Ea.	1	14 Oz.	1432	\$ 2.74	\$ 3,923.68
French Bread(Sliced)	Ea.	18 Slices	22 Oz.	208	\$ 1.90	\$ 395.20
White Pullman Sandwich (Sliced)	Ea.	24 Slices	20 Oz.	1959	\$ 1.71	\$ 3,349.89
Whole Wheat Bread (Sliced)	Ea.	18 Slices	24 Oz.	700	\$ 2.14	\$ 1,498.00
Seeded Rye (Sliced)	Ea.	22 Slices	32 Oz.	451	\$ 2.17	\$ 978.67
No Seed Rye (Sliced)	Ea.	22 Slices	32 Oz.	255	\$ 2.15	\$ 548.25
Multigrain Vienna (Sliced)	Ea.	22 Slices	32 Oz.	3060	\$ 2.31	\$ 7,068.60
Wheat Vienna(Sliced)	Ea.	22 Slices	32 Oz.	373	\$ 2.04	\$ 760.92
White Vienna (Sliced)	Ea.	22 Slices	32 Oz.	327	\$ 1.96	\$ 640.92
Marble Rye (Sliced)	Ea.	22 Slices	32 Oz.	176	\$ 2.20	\$ 387.20
Cinn Raisin Bread (Sliced)	Ea.	18 Slices	20 Oz.	1202	\$ 2.31	\$ 2,776.62
Texas Toast (Sliced)	Ea.	13 Slices	24 Oz.	2026	\$ 1.90	\$ 3,849.40
White Pullman (Sliced)	Ea.	26 Slices	24 Oz.	990	\$ 1.89	\$ 1,871.10
Wheat Pullman (Sliced)	Ea.	26 Slices	24 Oz.	2855	\$ 1.94	\$ 5,538.70
<b>NET TOTAL</b>					\$	88,130.33

## Attachment B

AGENCY	DELIVERY
<b>Dept. of Corrections</b> 138 East Milan Road Berlin NH 03570	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Jeff Young 603-752-0369
<b>Dept. of Corrections</b> 3 Maguire Street Concord NH 03302	M - F 7:30 AM to 2:30 PM Call 603-271-1876 Prior to Delivery
<b>Concord Community Corrections Center</b> 60 Iron Works Road Concord NH 03301	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
<b>Manchester Community Corrections Center</b> 126 Lowell Street Manchester NH 03104	M - F 7:30 AM to 2:30 PM Heather Cornock 603-271-2227
<b>Glenciff Home</b> 393 High Street Glenciff NH 03238	M - F 8:00 AM to 3:30 PM Bruce McKenzie 603-989-3111 / 1620
<b>Dept. of Health &amp; Human Services</b> 8 Rightway Path Laconia NH 03246	M - F 10:00 AM to 4:00 PM Charlene Gordon 603-524-6651 / 311
<b>Dept. of Health &amp; Human Services</b> 15 Brook Street Manchester NH 03103	M - F 10:00 AM to 6:00 PM Eric Carlson 603-668-2971
<b>Dept. of Health &amp; Human Services</b> 1056 N. River Road Manchester NH 03101	M - TH 6:00 AM to 3:00 PM Rita Desbiens 603-625-5471 / 312
<b>NH Veteran's Home</b> 139 Winter Street Tilton NH 03276	M - F 8:00 AM to 11:00 AM & 12:30 PM to 3:30 PM Lynn Hillbrunner 603-527-4893
<b>NH Dept. Of Resources &amp; Economic Development</b> 30 Jimtown Road Gorham NH 03581	M - F 7:30 am to 12:00 AM & 12:30 PM to 3:00 PM Donna or Stephanie 603-466-2269
<b>NH Hospital</b> 36 Clinton Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512
<b>NH Hospital</b> 129 Pleasant Street Concord NH 03301	M - F 6:00 am to 2:00 PM Brianna Mancini/Daniel Rinden 603-271-5360 271-5512

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