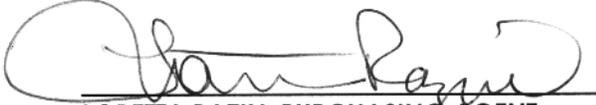


**CONTRACT: CONTRACT –Bottled Water and Rental Cooler**  
**CONTRACT #: 8001493 – WB Mason**

\* \* \* \* \*

SUBMITTED FOR ACCEPTANCE BY:

  
LORETTA RAZIN, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/25/13



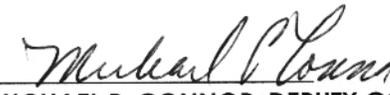
RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR IV  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_



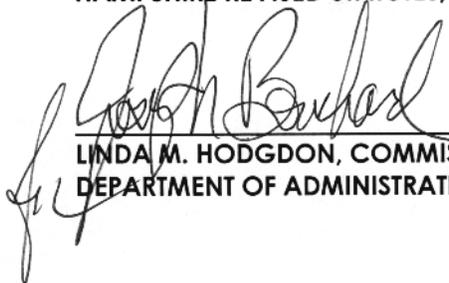
ENDORSED FOR ACCEPTANCE BY:

ENDORSED BY:   
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
PLANT AND PROPERTY MGT.

DATE 11/25/13



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

   
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/26/13

**NOTES:** This contract is in result of NH Bid 1582-14 for statewide contracts for bottled water with rental coolers. This contract will be in effect 1/1/2014 through 12/31/2016 with 2 one year extensions. This vendor has supplied the necessary documents for certification to meet Safe Drinking Water Act as per the specifications of the bid. It is estimated that an annual spend is \$81,000.

State of New Hampshire  
Division of Plant and Property Management  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, NH 03301-6398

Contract 800 1493  
winning Bid

Date: 10/30/13  
Bid No.: 1582-14  
Date of Bid Opening: 11/20/13  
Time of Bid Opening: 1:30 PM (EST)

YOU MAY EMAIL YOUR BID TO LORETTA RAZIN AT: EMAIL PRCHWEB@NH.GOV

**BID INVITATION FOR CONTRACT: Statewide Bottled Water & Rental of Coolers (Long Term)**

Dear Loretta:

[Insert name of signor] Luke Bergeron, on behalf of WB Mason CO, [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 #1582-14** 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 Opening 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 must 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 Sales Executive

NOTARY PUBLIC/JUSTICE OF THE PEACE

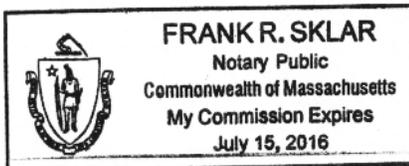
COUNTY: Middlesex STATE: MA ZIP: 01801

On the 19<sup>th</sup> day of November, 2013, personally appeared before me, the above named LUKE BERGERON, in his/her capacity as authorized representative of WB MASON 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: 7/15/2016



(Date)

Form P31-B

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

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.
6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
  - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
  - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
  - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
    - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
    - 8.1.2. failure to submit any report required hereunder; or
    - 8.1.3. failure to perform any of the other covenants and conditions 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 Vendor 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
    - 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
    - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
    - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. 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 below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. 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 relating hereto.

**BID INVITATION FOR:**  
**A CONTRACT FOR: Bottled Water & Rental of Coolers (Long Term)**

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

**BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties faxing, please call (603) 271-2201 and ask for an alternate source. IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**GOVERNING TERMS AND CONDITIONS:**

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

A signed response further 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.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, 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 will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor 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 Vendor.

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) 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 must be delivered FOB destination to the location(s) as ordered.

**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.

**CONTRACT TERM:**

The term of the contract shall be from January 1, 2014 through December 31, 2017, a period of approximately 3 years to a maximum of 5 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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): <http://admin.state.nh.us/purchasing/Contractor.asp>
- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Vendor must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5<sup>th</sup>) fifth business day **prior** to the date of the bid opening.

Questions must be submitted by E-mail to Loretta Razin at the following address: [Loretta.Razin@NH.Gov](mailto:Loretta.Razin@NH.Gov)

**ADDENDUM:**

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 will post on our web site any Addenda. Before your submission, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is [www.admin.state.nh.us/purchasing/bids](http://www.admin.state.nh.us/purchasing/bids).

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the Vendor's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: [admin.state.nh.us/purchasing/index2.asp](http://admin.state.nh.us/purchasing/index2.asp).

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.**

**ABILITY TO PROVIDE:**

Successful Vendor must 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.

**ORDERING PROCEDURE:**

Agencies shall, place orders directly with vendor via fax or email on a will call basis or set up a fixed delivery schedule based on the district delivery schedule established in the DELIVERY TIME AND FREQUENCY section of this bid for under \$500 per month. Orders over \$500 must be submitted through the Bureau of Purchase and Property on a P-28 Agency Requisition form/or Form of Purchase Order.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedure.

**ORDERING AUTHORITY:**

The vendor and agency will be responsible for establishing proper identification for agency employees authorized to purchase from this contract.

When utilizing either the will call or fixed delivery schedule for receiving water, the vendor shall not leave reams of drinking cups or any other unauthorized vendor product at any delivery location without prior request or consent of the utilizing agency

**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 for state accounts.

**QUARTERLY REPORT:**

The successful bidder will be required to submit a product usage report on a quarterly basis to the Bureau of Purchase and Property. The usage report will be in written form including items, quantities, list price, discount, net price and agency that purchased.

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

**ESTIMATED CONTRACT VALUE:**

The annual value of the contract is estimated to be \$81,000.00. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

**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.

**DELIVERY SLIPS:**

Delivery slips will be left at each delivery location and the slip will indicate the following information:

- Date of delivery
- The quantity of full bottles of water left
- The quantity of reams of cups left (with prior permission, see "ordering authority" section).
- Quantity of empty bottles picked up
- Location physical address and account number
- State water contract number

**DELIVERY TIME AND FREQUENCY:**

- All deliveries to the Department of Transportation state highway sheds are to be made between the hours of 7:00 a.m. and 3:00 p.m.
- All deliveries to the state agencies are to be made between the hours of 8:00 a.m. and 3:00 p.m.

The successful bidder shall be required to accomplish delivery of any item ordered under the contract within a biweekly delivery structure or on a "will call basis".

**EMERGENCY DELIVERY TIME:**

The vendor will make all efforts to deliver in less time than stated above when so requested by reason of emergency (i.e. location runs out of water). Minimum acceptable response time is determined at 48 hours.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must 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 them.

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will 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 must be returned for full credit within fifteen days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to 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 will be in accordance with their individual requirements.

**WARRANTY REQUIREMENTS:**

Successful bidder shall be required to supply a United States warranty for all material awarded for a period of not less than the manufacturer's standard period of time, from the date the equipment is inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, labor, travel and expenses.

**SPECIFICATION COMPLIANCE:**

Successful bidder must submit certification, from an independent laboratory, that the bottled water supplied meets the standards of the Safe Drinking Water Act. A copy of said certification would be submitted with bid invitation.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) 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 locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract.

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

**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 will be used for award purposes. During the term of contract, the state may purchase other items in relation to water from the successful Vendor's Balance of Product Line.

**MINIMUM ORDERS:**

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

**DISPENSER SPLASH GUARDS:** Dispenser splashguards shall be provided upon request from the utilizing agency as no charge to the state.

**BOTTLE DEPOSITS:** There shall be no bottle charges allowed within the bid for any resulting contracts.

**TRANSITION:** If applicable, during the transitional period before and after contracts. Vendors must be able to accommodate the agency need to use up purchased water and/or water cooler rental while one vendor ends a contract and another begins the contract. This transitional period should be no more than 30 days.

**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.

**OFFER FORMAT:**

State net prices offered below will not exceed 2 places to the right of the decimal (example .01)

<u>EST ANNUAL QTY</u>	<u>PRODUCT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
30,000	5 Gal. Bottles	\$ 1.69	\$ 50,700.00
1,000	Reams of 9 Oz. Flat Bottom Plastic Cups	\$ 1.88	\$ 1,880.00
75	Each of Water Cooler Rental (hot/cold)	\$ .99	\$ 891.00
10	Each of Water Cooler Rental (cold)	\$ .89	\$ 106.80
<b>Price offered must include all product and delivery costs.</b>			<b>GRAND TOTAL \$ 53,577.80</b>

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Luke Bergeron  
Contact Person

603-365-6656  
Telephone Number

1-888-926-2766  
Toll Free Telephone Number

1781-935-2865  
Fax Number

Luke.Bergeron  
E-mail Address

WWW.WBMASON.COM  
Company Website

WB Mason CO.  
Vendor Company Name

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

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

**ADDENDUM #1 TO BID INVITATION #1582-14**

DATE OF BID OPENING: 11/20/2013      TIME OF BID OPENING: 1:30pm (EST)

FOR: **Statewide Bottled Water & Rental of Coolers (Long Term)**

CLARIFY THE FOLLOWING INFORMATION: Please note the following clarifications:

**Section 5. Delivery**

**Currently Reads:** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

**Change to Read:** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state will provide the vendor with a written notice of default and an opportunity to cure pursuant to Section 8.

**Section 6. Invoicing**

**Currently Reads:** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

**Clarify:** This provisions is deleted.

**Section 8. EVENT OF DEFAULT;**

**Currently Reads:** 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**Change to Read:** give the Vendor a written notice specifying the Event of Default and suspending all payment(s) to be made under this agreement . The State may allow payment to be made for any products/services that have been provided and accepted by the State as compliant. Products/services disputed during the Event for Default will be evaluated and worked through the Event of Default process.

- **Currently Reads:** 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**Remains as Written:** This provision regarding the offset amounts owed by the State for "any damages" will NOT be altered.

**Add 8.2.5 Default by State:** In the event of default by the State, including nonpayment, Vendor shall give the State a written notice specifying the event for default and requiring it to be remedied within thirty (30) days from the date of notice; and if the event of default is not timely remedied, Vendor may terminate the agreement, effective two (2) days after giving the State notice of termination.

#### **PRICES: (PAGE 7)**

**Currently Reads:** Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the Vendor's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built into your bid price at the time of the bid.

**Change To Read:** Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built into your bid price at the time of the bid.

#### **DELIVERY TIME AND FREQUENCY: (PAGE 8)**

**Currently Reads:** The successful bidder shall be required to accomplish delivery of any item ordered under the contract within a biweekly delivery structure or on a "will call basis".

**Change To Read:** The successful bidder shall be required to accomplish delivery of any item ordered under the contract within a minimum of biweekly delivery structure. Will call orders will be defined and mutually agreed upon by the parties and reviewed by the State as reasonable.

#### **RETURNED GOODS: (PAGE 8)**

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

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

**INVOICING: (PAGE 8)**

**Currently Reads:** 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 will be in accordance with their individual requirements.

**Clarification:** 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 will mutually agreed upon both parties.

The following is a usage report for informational purposes only and only reflect quantities from January 1, 2013 to current.

DEPARTMENT	ADDRESS	TOWN	QTY	DESCRIPTION
STATE OF N H - DEPT OF TRANS	249 PINEWOOD RD	ALLENTOWN	27	Spring Water 5 G
STATE OF N H DOT	DOT 3 RD	ALTON	18	Spring Water 5 G
STATE OF N H	17 SWITCH RD	ANDOVER	39	Spring Water 5 G
STATE OF N H	42 NORTH ASHLAND RD	ASHLAND	16	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	16 EAST POINT	BEDFORD	105	Spring Water 5 G
STATE NH MANCHESTER MISSION	23 MAIDEN LANE	BEDFORD	32	Spring Water 5 G
STATE OF N H	10 BROWN HILL RD	BELMONT	20	Spring Water 5 G
STATE OF N H - VALERIE	3 HIGGINS DR	BELMONT	43	Spring Water 5 G
STATE OF N H DOT	427 DEPOT RD	BELMONT	32	Spring Water 5 G
STATE OF NH	417 SOUTH AVENUE	BERLIN	31	Spring Water 5 G
STATE OF N H CAREER TECH &	650 MAIN ST	BERLIN	42	Spring Water 5 G
STATE OF N H	NH LIQUOR COMMISSION	BERLIN	9	Spring Water 5 G
STATE OF N H DOT	670 RT 3A	BOW	63	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	20 LAKE ST	BRISTOL	15	Spring Water 5 G
STATE OF N H MASCOMA SENIOR C	1166 US RTE 4	CANAAN	24	Spring Water 5 G
STATE OF N H	490 NH ROUTE 118	CANAAN	16	Spring Water 5 G
STATE OF N H CANDIA DISTRICT	110 RAYMOND RD	CANDIA	29	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	376 OLD CANDIA RD	CANDIA	56	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	123 WEST RD	CANTERBURY	39	Spring Water 5 G
STATE OF NH	5 CHESTER ST	CHESTER	19	Spring Water 5 G
STATE OF N H	84 CHESTER ST	CHESTER	126	Spring Water 5 G
STATE OF NH	1 POLICE COURT	CLAREMONT	48	Spring Water 5 G
STATE OF N H DEPT CORRECTIO	17 WATER ST	CLAREMONT	47	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	100 FORT EDDY RD	CONCORD	36	Spring Water 5 G
STATE OF N H DEPT EDUCATION	101 PLEASANT ST	CONCORD	584	Spring Water 5 G
STATE OF NH	105 PLEASANT	CONCORD	908	Spring Water 5 G
STATE OF N H LEGISLATIVE	107 NORTH MAIN ST	CONCORD	1252	Spring Water 5 G
STATE OF NH FISH & GAME	11 HAZEN DR	CONCORD	421	Spring Water 5 G
STATE OF N H OFFICE EMERGEN	110 SMOKEY BEAR BLVD	CONCORD	410	Spring Water 5 G
STATE OF N H ASSOC OF REALTO	115A AIRPORT RD	CONCORD	28	Spring Water 5 G
STATE OF NH BOARD OF MENTAL H	117 PLEASANT ST	CONCORD	15	Spring Water 5 G
STATE OF N H HOSPITAL	127 PLEASANT ST	CONCORD	64	Spring Water 5 G
STATE OF N H BUREAU OF ED &	130 PEMBROKE RD	CONCORD	14	Spring Water 5 G
STATE OF N H TROOP	139 IRON WORKS RD	CONCORD	78	Spring Water 5 G
STATE OF N H	14 CANTERBURY RD	CONCORD	21	Spring Water 5 G
STATE OF N H	143 NORTH MAIN ST	CONCORD	69	Spring Water 5 G
STATE OF NH CTY OF MERRIMACK	163 N MAIN ST	CONCORD	60	Spring Water 5 G

STATE OF N H FISH & GAME	17 HAZEN DR	CONCORD	56	Spring Water 5 G
STATE OF N H POLICE	17 INSTITUTE DR	CONCORD	88	Spring Water 5 G
STATE OF N H FOREST & LAND	172 PEMBROKE RD	CONCORD	61	Spring Water 5 G
STATE OF N H BUREAU OF TRAFFIC	18 SMOKEY BEAR BLVD	CONCORD	125	Spring Water 5 G
STATE OF N H COUNCIL OF ARTS	19 PILLSBURY ST	CONCORD	120	Spring Water 5 G
STATE OF N H PELRB	2 1/2 BEACON ST	CONCORD	53	Spring Water 5 G
STATE OF N H	2 CHENELL DR	CONCORD	23	Spring Water 5 G
STATE OF N H BOARD OF MEDICINE	2 INDUSTRIAL PARK DR	CONCORD	41	Spring Water 5 G
STATE OF NH ALLIED HEALTH	2 INDUSTRIAL PARK DR	CONCORD	9	Spring Water 5 G
STATE OF N H LIBRARY	20 PARK ST	CONCORD	101	Spring Water 5 G
STATE OF N H	21 S FRUIT ST	CONCORD	11	Spring Water 5 G
STATE OF N H TECH & ADULT	21 S FRUIT ST	CONCORD	182	Spring Water 5 G
STATE OF NH INSURANCE DEPT	21 S FRUIT ST	CONCORD	263	Spring Water 5 G
STATE OF N H - BONNIE ADDARIO	21 SOUTH FRUIT ST	CONCORD	26	Spring Water 5 G
STATE OF N H PUBLIC UTILITIES	21 SOUTH FRUIT ST	CONCORD	360	Spring Water 5 G
STATE OF N H	23 HAZEN DR	CONCORD	546	Spring Water 5 G
STATE OF N H DEPT OF ADMIN SVC	25 CAPITAL ST	CONCORD	90	Spring Water 5 G
STATE OF N H GENERAL SERVICES	25 CAPITAL ST	CONCORD	7	Spring Water 5 G
STATE OF NH COF COMMISSIONER	25 CAPITAL ST	CONCORD	69	Spring Water 5 G
STATE OF N H	25 CAPITOL ST	CONCORD	404	Spring Water 5 G
STATE OF N H TREASURY	25 CAPITOL ST	CONCORD	172	Spring Water 5 G
STATE OF NH BUREAU OF RISK MN	25 CAPITOL ST	CONCORD	90	Spring Water 5 G
STATE OF NH SECRETARY STATE	25 CAPITOL ST	CONCORD	135	Spring Water 5 G
STATE OF N H PURCHASING	25 CAPITOL ST RM # 102	CONCORD	17	Spring Water 5 G
STATE OF NH	27 HAZEN DR	CONCORD	165	Spring Water 5 G
STATE OF NH DIV OF PERSONNEL	28 SCHOOL ST	CONCORD	116	Spring Water 5 G
STATE OF N H	281 N STATE ST	CONCORD	65	Spring Water 5 G
STATE OF N H OFFENDERS RECOR	281 N STATE ST	CONCORD	51	Spring Water 5 G
STATE OF N H PAROLE BOARD	281 N STATE ST	CONCORD	72	Spring Water 5 G
STATE OF N H -SARA	281 N STATE ST	CONCORD	22	Spring Water 5 G
STATE OF N H SECURITIES DEPT	281 N STATE ST	CONCORD	75	Spring Water 5 G
STATE OF N H	29 HAZEN DR	CONCORD	426	Spring Water 5 G
STATE OF N H DEPT ENVIROSERV	29 HAZEN DR	CONCORD	293	Spring Water 5 G
STATE OF N H STATE	29 HAZEN DR	CONCORD	83	Spring Water 5 G
STATE OF N H-JOANIE FOSS	29 HAZEN DR	CONCORD	114	Spring Water 5 G
STATE OF NH	29 HAZEN DR	CONCORD	98	Spring Water 5 G
STATE OF NH	29 HAZEN DR 2ND FL.	CONCORD	41	Spring Water 5 G
STATE OF NH ATTORNEY GENERAL	33 CAPITAL ST	CONCORD	171	Spring Water 5 G
STATE OF NH DEPT OF JUSTICE	33 CAPITOL ST	CONCORD	190	Spring Water 5 G
STATE OF NH DOJ/CONSUMER BUR	33 CAPITOL STREET	CONCORD	23	Spring Water 5 G
STATE OF N H	33 HAZEN DR	CONCORD		Spring Water 5 G
STATE OF N H	33 HAZEN DR	CONCORD	69	Spring Water 5 G
STATE OF N H DEPT OF SAFETY	33 HAZEN DR	CONCORD	320	Spring Water 5 G
STATE OF NH	33 HAZEN DR	CONCORD	176	Spring Water 5 G
STATE OF NH TROOP	33 HAZEN DR	CONCORD	210	Spring Water 5 G
STATE OF N H - NANCY CASSIDY	33 HAZEN DR 3RD FL	CONCORD	74	Spring Water 5 G
STATE OF NH TROOP	33 HAZEN DR- RM 106	CONCORD	97	Spring Water 5 G
STATE OF N H LEGISLATIVE	33 NORTH STATE ST	CONCORD	74	Spring Water 5 G
STATE OF N H DOT BUREAU OF	33 SMOKEY BEAR BLVD	CONCORD	376	Spring Water 5 G
STATE OF N H-HOSPITAL	36 CLINTON ST	CONCORD	60	Spring Water 5 G
STATE OF N H - A/P CODE ADMIN	37 GREEN ST	CONCORD	27	Spring Water 5 G
STATE OF N H - NHTI CONCORD	40 COLLEGE DRIVE	CONCORD	1164	Spring Water 5 G
STATE OF N H - PESSY GAUDETTE	41 GREEN ST	CONCORD	82	Spring Water 5 G
STATE OF N H DOT	5 HAZEN DR	CONCORD	85	Spring Water 5 G

STATE OF N H LIQUOR COMMISSIO	50 STORRS ST	CONCORD	356	Spring Water 5 G
STATE OF N H	57 REGIONAL DR	CONCORD	75	Spring Water 5 G
STATE OF N H BOARD OF PHARMA	57 REGIONAL DR	CONCORD	27	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	57 REGIONAL DR	CONCORD	89	Spring Water 5 G
STATE OF NH REAL ESTATE COMM	64 SOUTH ST	CONCORD	5	Spring Water 5 G
STATE OF N H	64 SOUTH ST	CONCORD	244	Spring Water 5 G
STATE OF N H DOT	7 HAZEN DR	CONCORD	205	Spring Water 5 G
STATE OF N H DOT FINANCE/CONT	7 HAZEN DR	CONCORD	148	Spring Water 5 G
STATE OF N H DOT OTS	7 HAZEN DR	CONCORD	114	Spring Water 5 G
STATE OF N H DOT RAIL & TRAN	7 HAZEN DR	CONCORD	21	Spring Water 5 G
STATE OF NH ATT: JEN GRAF	7 HAZEN DR	CONCORD	68	Spring Water 5 G
STATE OF N H TRANSPORTATION	7 HAZEN DR RM 100	CONCORD	178	Spring Water 5 G
STATE OF N H	71 S FRUIT ST	CONCORD	123	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	80 STORRS ST	CONCORD	67	Spring Water 5 G
STATE OF N H	91 AIRPORT RD	CONCORD	66	Spring Water 5 G
STATE OF N H DEPT OF LABOR	95 PLEASANT ST	CONCORD	517	Spring Water 5 G
STATE OF NH	97 PLEASANT ST	CONCORD	26	Spring Water 5 G
STATE OF N H STATE	ATTN: LEZLIE WIREIN	CONCORD	183	Spring Water 5 G
STATE OF N H	C/O NH DOT CONSTRUCTION	CONCORD	47	Spring Water 5 G
STATE OF N H DEPT OF CORRECTI		CONCORD	59	Spring Water 5 G
STATE OF N H	35 EAST CONWAY RD	CONWAY	44	Spring Water 5 G
STATE OF N H	608 EATON RD	CONWAY	51	Spring Water 5 G
STATE OF N H	220 STAGE & TOWN HOUSE RD	CORNISH	14	Spring Water 5 G
STATE OF N H DEPT CORRECTIONS	259 COUNTY FARM RD	DOVER	30	Spring Water 5 G
STATE OF N H	3 GREEN ST	DOVER	5	Spring Water 5 G
STATE OF N H AUDIT SECTION	400 DOVER POINT RD	DOVER	92	Spring Water 5 G
STATE OF N H DOVER HOUSG AUT	51 HAMPSHIRE CIRCLE	DOVER	30	Spring Water 5 G
STATE OF N H	62 WHITTIER ST	DOVER	34	Spring Water 5 G
STATE OF NH	93 PLEASANT VIEW CIRCLE	DOVER	16	Spring Water 5 G
STATE OF N H - SUSAN ROSS	SPAULDING TPKE NORTHBOUND	DOVER	86	Spring Water 5 G
STATE OF N H DOT DISTRICT #6	271 MAIN ST	DURHAM	25	Spring Water 5 G
STATE OF N H	8 EASTMAN HILL RD	ENFIELD	155	Spring Water 5 G
STATE OF N H TROOP	315 CALEF HWY	EPPING	55	Spring Water 5 G
STATE OF N H	73 OLD HEDDING RD	EPPING	60	Spring Water 5 G
STATE OF N H DOT DISTRICT #6	253 EPPING RD	EXETER	25	Spring Water 5 G
STATE OF N H DEPT OF ENVIRONM	528 RIVER ST	FRANKLIN	105	Spring Water 5 G
STATE OF N H	CORNER OF SMITH & CANAL	FRANKLIN	42	Spring Water 5 G
STATE OF N H	18 STATE GARAGE WAY	FREEDOM	18	Spring Water 5 G
STATE OF N H	2 SAW MILL RD	GILFORD	141	Spring Water 5 G
STATE OF N H MARINE PATROL	31 DOCK RD	GILFORD	60	Spring Water 5 G
STATE OF N H - DENISE BUTSON	393 HIGH ST	GLENCLIFF	602	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	93 CHURCH ST	GOFFSTOWN	5	Spring Water 5 G
STATE OF N H	MOUNT WASHINGTON STATE PK	GORHAM	69	Spring Water 5 G
STATE OF N H GREAT BAY	89 DEPOT RD	GREENLAND	65	Spring Water 5 G
STATE OF N H	I-95 HAMPTON RAMP	HAMPTON	125	Spring Water 5 G
STATE OF NH BUREAU OF TURNPIK	LIBERTY LANE	HAMPTON	66	Spring Water 5 G
STATE OF NH	15 ANTRIM RD	HILLSBORO	22	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	224 DEPOT RD	HOLLIS	32	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	1271 HOOKSETT RD	HOOKSETT	19	Spring Water 5 G
STATE OF NH	15 LEGENDS DR	HOOKSETT	21	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	2 PETERS BROOK DR	HOOKSETT	24	Spring Water 5 G
STATE OF N H - SUSAN ROSS	36 HACKET HILL RD	HOOKSETT	417	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	212 LOWELL RD	HUDSON	10	Spring Water 5 G
STATE OF N H CAREER TECH &	103 ROXBURY ST	KEENE	50	Spring Water 5 G

STATE OF NH	109 KEY RD	KEENE	19	Spring Water 5 G
STATE OF N H	12 COURT ST	KEENE	65	Spring Water 5 G
STATE OF N H TROOP	15 ASHBROOK CT	KEENE	142	Spring Water 5 G
STATE OF N H - DONNA	28 MECHANIC ST	KEENE	27	Spring Water 5 G
STATE OF N H	33 WEST ST	KEENE	123	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	6 ASH BROOK	KEENE	66	Spring Water 5 G
STATE OF N H	314 SOUTH MAIN ST	LACONIA	60	Spring Water 5 G
STATE OF NH PUBLIC DEFENDER	408 UNION AVE	LACONIA	57	Spring Water 5 G
STATE OF N H - ROBERTA	10 CAMPBELL ST	LEBANON	34	Spring Water 5 G
STATE OF N H	138 ETNA RD	LEBANON	36	Spring Water 5 G
STATE OF N H	65 PINKHAM RD	LEE	19	Spring Water 5 G
STATE OF N H	290 US ROUTE 10	LEMPSTER	10	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	4 WEST RD	LONDONDERRY	40	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	469 MAMMOUTH RD	LONDONDERRY	44	Spring Water 5 G
STATE OF N H DOT	ROUTE 106 NORTH	LOUDON	23	Spring Water 5 G
STATE OF N H N H T I	1066 FRONT ST	MANCHESTER	122	Spring Water 5 G
STATE OF NH	1100 BICENTENIAL DR	MANCHESTER	35	Spring Water 5 G
STATE OF N H CAREER TECH &	195 MCGREGOR ST	MANCHESTER	86	Spring Water 5 G
STATE OF N H DOT PATROL SHED	ROUTE 101 EAST	MANCHESTER	88	Spring Water 5 G
STATE OF N H YOUTH DETENTION		MANCHESTER	360	Spring Water 5 G
STATE OF N H	164 MONADNOCK HWY	MARLBOROUGH	396	Spring Water 5 G
STATE OF N H	142 PARADE RD	MEREDITH	24	Spring Water 5 G
STATE OF N H- VAL LABBE	ROUTE 3 DW HWY	MERRIMACK	58	Spring Water 5 G
STATE OF NH DISTRICT 5 DOT	33 BUXTON RD	MILFORD	27	Spring Water 5 G
STATE OF N H	245 WHITE MOUNTAIN HWY	MILTON	46	Spring Water 5 G
STATE OF N H	220 HOLLAND ST	MOULTONBOROUGH	32	Spring Water 5 G
STATE OF N H	710 WITTIER HWY	MOULTONBOROUGH	12	Spring Water 5 G
STATE OF NH	110 BROAD ST	NASHUA	35	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	300 MAIN ST	NASHUA	20	Spring Water 5 G
STATE OF NH CORRECTIONS DEPT	51 PINE ST EXT	NASHUA	67	Spring Water 5 G
STATE OF N H- VAL LABBE	ROUTE 111A	NASHUA	43	Spring Water 5 G
STATE OF NH FISH &	288 MERRY MEETING RD	NEW DURHAM	26	Spring Water 5 G
STATE OF N H	42 DEPOT DR	NEW HAMPTON	21	Spring Water 5 G
STATE OF N H	63 DUMP RD	NEW LONDON	19	Spring Water 5 G
STATE OF N H	39 COLLEGE RD	NEWFIELDS	64	Spring Water 5 G
STATE OF N H	34 GORDON AVE	NEWMARKET	18	Spring Water 5 G
STATE OF N H BUREAU OF COURT	55 MAIN ST *NO DLV IF CLOSED*	NEWPORT	57	Spring Water 5 G
STATE OF N H	143 SOUTH RD	NORTH HAMPTON	27	Spring Water 5 G
STATE OF N H	147 SOUTH RD	NORTH HAMPTON	45	Spring Water 5 G
STATE OF N H	3785 DARTMOUTH COLLEGE HWY	NORTH HAVERHILL	55	Spring Water 5 G
STATE OF N H	FIRST NH TPKE	NORTHWOOD	53	Spring Water 5 G
STATE OF N H	946 NH ROUTE 10	ORFORD	9	Spring Water 5 G
STATE OF NH LIQUOR COMMISSION	150 BRIDGE ST	PELHAM	10	Spring Water 5 G
STATE OF N H LIQUOR COMMISSION	32 PLAISTOW RD	PLAISTOW	22	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO	494 TENNEY MT HWY	PLYMOUTH	36	Spring Water 5 G
STATE OF NH BRIDGE MAINTENANC	10 RANGER WAY	PORTSMOUTH	140	Spring Water 5 G
STATE OF N H CAREER TECH &	215 COMMERCE WAY	PORTSMOUTH	20	Spring Water 5 G
STATE OF N H	222 INTERNATIONAL DR	PORTSMOUTH	122	Spring Water 5 G
STATE OF N H	320 CORPORATE DR	PORTSMOUTH	328	Spring Water 5 G
STATE OF N H LIQUOR COMMISSIO		PORTSMOUTH	129	Spring Water 5 G
STATE OF NH LIQUOR COMMISSION	ROUTE 27 RFD 2	RAYMOND	25	Spring Water 5 G
STATE OF N H	43 OLD N GROTON RD	RUMNEY	16	Spring Water 5 G
STATE OF N H	35 NEWTON JUNCTION RD	S KINGSTON	84	Spring Water 5 G
STATE OF N H - DEPT OF TRANS	54 SHADOW LAKE RD	SALEM	44	Spring Water 5 G

STATE OF N H	1011 PARKER MOUNTAIN RD	STAFFORD	31	Spring Water 5 G	
STATE OF NH LIQUOR COMMISSION	28-B KINGS HIGHWAY	STRATHAM	32	Spring Water 5 G	
STATE OF N H LIQUOR COMMISSIO	ROUTE 12 TROY RD	SWANZEY	7	Spring Water 5 G	
STATE OF N H POLICE	1864 RTE 16	TAMWORTH	83	Spring Water 5 G	
STATE OF N H	493 WHITE MOUNTAIN HWY	TAMWORTH	32	Spring Water 5 G	
STATE OF N H	LAUNDROMAT RD RR1 BOX 916H	THORNTON	49	Spring Water 5 G	
STATE OF N H DOT	328 MIDDLE RD	TUFTONBORO	37	Spring Water 5 G	
STATE OF N H	549 ROUTE 302	TWIN MTN	70	Spring Water 5 G	
STATE OF N H DOT	1540 WAKEFIELD RD	WAKEFIELD	19	Spring Water 5 G	
STATE OF N H - DEPT OF TRANS	35 WARNER RD	WARNER	70	Spring Water 5 G	
STATE OF N H - MARY	35 CENTER ST	WOLFBORO	21	Spring Water 5 G	
STATE OF N H LIQUOR COMMISSION	1 FOREST ST	WOODSVILLE	15	Spring Water 5 G	
STATE OF N H	139 WINTER ST		2627	Spring Water 5 G	
STATE OF N H VOCATIONAL REHAB	2 INDUSTRIAL PARK DR	CONCORD	28	Spring Water 5 G	
STATE OF NH DISTRIC COURT	26 GREEN ST		42	Spring Water 5 G	
STATE OF N H	NH LIQUOR COMMISSION		15	Spring Water 5 G	
Usage Report is from 1/1/2013 to current. For projection use only			Total 5 Gal Water	14811	Spring Water 5 G
			Total Cups	3186	9OZ PLA CLR CUP/50

**PURCHASING AGENT:** Loretta Razin

**TEL. NO:** 603/271-3135

**FAX No:** 603-271-7564

**E:Mail:** PRCHWEB@NH.GOV

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER W. B. Mason Co., Inc. ADDRESS 59 Center St.

BY Luke Bergeron Brockton, MA 02301  
(this document must be signed)

Luke Bergeron TEL. NO. 603-365-6656  
(please type or print name)

Please visit: [WWW.Admin.State.NH.US/Purchasing/Vendorresources.ASP](http://WWW.Admin.State.NH.US/Purchasing/Vendorresources.ASP)  
 (click on "Bid, Proposals...") for complete bid and addendums.

# Bottled Water Quality Report for Berkshire Springs Inc.

## 2012 v.1.0

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### **INTRODUCTION**

Your bottled water meets all federal and state health standards. FDA regulates bottled water as a food product whereas EPA regulates tap water as provided by water utilities. Standards of quality enacted by the FDA for bottled water must be as protective of the public health as EPA's standards (known as Maximum Contaminant Levels) for tap water. Ensuring the safety of the water is our primary objective in providing our product to the consumer.

### **OUR SOURCE FOR OUR WATER**

Berkshire Springs Inc.'s bottling facility uses a protected spring source for our spring water product. This spring has, for centuries, brought water from a protected underground aquifer to the surface. The water in this aquifer begins as rain and snow high up in the hills and it remains underground until we bring it to the surface. Layers of solid rock and clay provide an impervious (not-passable) protective cover for the aquifer water. This source water is completely safe to drink. We test our source regularly to verify that it is of extremely high quality.

### **HOW BOTTLED WATER IS PREPARED**

Bottled water is protected by a multi-barrier approach which may include steps such as source protection and monitoring, and treatment such as reverse osmosis, micron filtration, distillation, ozonation, the application of ultraviolet light or other appropriate processing measures. Bottled water products labeled as spring water, well water, artesian water and mineral water must come from protected sources which are monitored frequently. Bottled water may also come from treated municipal supplies. IBWA member companies using municipal sources employ processing methods, such as reverse osmosis, micron filtration, distillation and/or ozonation to remove any chemical and microbiological contaminants, including Cryptosporidium. IBWA members, regardless of their source type, use a variety of practices to ensure the safety and high quality of their products.

As our Berkshire Mountain Spring Water comes from such a well-protected and rigorously monitored source, we can keep our processing of our product to a minimum. We pass our pure natural spring water through a multiple stage filtration system extracting sediment and suspended particles down to 0.5 microns in size. Our Spring Water has less than 0.35 milligrams of sodium per 8 ounce serving.

All of our bottled water products are ozonated. We use ozone instead of chlorine because it leaves no residual. Furthermore it does not cause a taste or odor problem. Ozone is oxygen (O<sub>3</sub> to be exact) which is bubbled through the water just before it goes into a clean, sanitized bottle. Within a few hours after the bottle has been filled and capped, the ozone dissipates or converts back to the same form of oxygen that we breathe (O<sub>2</sub>).

**TABLE 1: BERKSHIRE MOUNTAIN SPRING WATER MINERAL ANALYSIS**

<b>General Mineral Analysis</b>	<b>Berkshire Mountain Spring Water</b>
Calcium	20 mg/L
Chloride	<1.0 mg/L
Fluoride	<0.1 mg/L
Magnesium	6.8 mg/L
Potassium	2.8 mg/L
Sodium	1.0 mg/L
Sulfate	8.7 mg/L
Total Dissolved Solids	98 mg/L
Alkalinity	74 mg/L CaCO <sub>3</sub>
Specific Conductance	170 umhos/cm at 25C
Ph	7.0
Sodium per 8oz. Serving	<0.25 mg

## OUR COMPANY'S WATER TESTING

Our company regularly tests for 57 organic chemicals and 32 inorganic chemicals that are regulated by the FDA. As an extra safeguard we also test for 48 unregulated contaminants. No contaminant was detected above FDA's limits in our testing as demonstrated by Table 2. There have been no violations of any Standard of Quality promulgated by the FDA, EPA, IBWA or any of the 50 States. This testing was performed for Berkshire Springs Inc. between February 22nd and March 23rd, 2012 by National Testing Laboratories Ltd (NTL) of Ypsilanti MI. NTL is an internationally recognized independent testing facility whose labs are certified in multiple states including Connecticut, Pennsylvania, New Jersey and New York.

**TABLE 2: BERKSHIRE MOUNTAIN SPRING WATER PRODUCT ANALYSIS**  
*(All values reported in mg/L except as noted)*

Product>	Spring Water	Detection Limit	FDA SOQ
<u>Inorganic Chemicals</u>			
Antimony	ND	0.003	0.006
Arsenic	ND	0.002	0.01
Barium	ND	0.1	2
Beryllium	ND	0.001	0.004
Cadmium	ND	0.001	0.005
Chromium	ND	0.007	0.1
Cyanide	ND	0.02	0.2
Fluoride	ND	0.1	4

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Inorganic Chemicals (cont.)</u>			
Lead	ND	0.001	0.005
Nickel	ND	0.005	0.1
Nitrate-N	0.17	0.05	10
Nitrite-N	ND	0.05	1
Total Nitrate + Nitrite	0.17	0.05	10
Selenium	ND	0.002	0.05
Thallium	ND	0.001	0.002
<u>Secondary Inorganic Parameters</u>			
Aluminum	ND	0.05	0.2
Asbestos	ND	0.19 MFL	7
Bromide	0.005	0.005	No standard
Chloride	ND	1	250
Copper	ND	0.002	1
Iron	ND	0.02	0.3
Manganese	ND	0.004	0.05
Silver	ND	0.002	0.1
Surfactants, Methylene Blue Active Substances	ND	0.1	0.5
Sulfate	8.7	0.1	250
Total Dissolved Solids (TDS)	98	5	500
Uranium	ND	0.001	0.03
Zinc	ND	0.004	5

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Volatile Organic Chemicals</u>			
1,1,1-Trichloroethane	ND	0.0005	0.2
1,1,2-Trichloroethane	ND	0.0005	0.005
1,1-Dichloroethylene	ND	0.0005	0.007
1,2,4-Trichlorobenzene	ND	0.0005	0.07
1,2-Dichloroethane	ND	0.0005	0.005
Benzene	ND	0.0005	0.005
Carbon tetrachloride	ND	0.0005	0.005
cis-1,2-Dichloroethylene	ND	0.0005	0.07
trans-1,2-Dichloroethylene	ND	0.0005	0.1
Ethylbenzene	ND	0.0005	0.7
Methylene chloride (Dichloromethane)	ND	0.0005	0.005
Methyl tertiary butyl ether (MTBE)	ND	0.0005	No standard
Chlorobenzene	ND	0.0005	0.1
1,2-Dichlorobenzene	ND	0.0005	0.6
1,4-Dichlorobenzene	ND	0.0005	0.075
Styrene	ND	0.0005	0.1
Tetrachloroethylene	ND	0.0005	0.005
Toluene	ND	0.0005	1
Trichloroethylene	ND	0.0005	0.005
Vinyl chloride	ND	0.0005	0.002

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Volatile Organic Chemicals (cont.).</u>			
Xylenes (total)	ND	0.0005	10
Bromodichloromethane	ND	0.0005	0.1
Chlorodibromomethane	ND	0.0005	0.1
Chloroform	ND	0.0005	0.1
Bromoform	ND	0.0005	0.1
Total Trihalomethanes	ND	0.0005	0.08
<u>Semivolatile Organic Chemicals</u>			
Benzo(a)pyrene	ND	0.0001	0.0002
bis(2-ethylhexyl)adipate	ND	0.002	0.4
bis(2-ethylhexyl)phthalate	ND	0.002	0.006
Hexachlorobenzene	ND	0.0001	0.001
Hexachlorocyclopentadiene	ND	0.0001	0.05
Total Recoverable Phenolics	ND	0.001	0.001
<u>Synthetic Organic Chemicals</u>			
2,4,5-TP (Silvex)	ND	0.0002	0.05
2,4-D (Dichlorophenoxy acetic acid)	ND	0.0015	0.07
Alachlor	ND	0.0001	0.002
Aldicarb	ND	0.0001	0.003
Aldicarb sulfone	ND	0.0001	0.003
Aldicarb sulfoxide	ND	0.0001	0.004
Atrazine	ND	0.0002	0.003
Carbofuran	ND	0.001	0.04

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Synthetic Organic Chemicals (cont.)</u>			
Chlordane	ND	0.0002	0.002
Dalapon	ND	0.001	0.2
Dibromochloropropane (DBCP)	ND	0.00002	0.0002
Dinoseb	ND	0.0002	0.007
Dioxin (2,3,7,8-TCDD)	ND	5pg/L	3x10 <sup>-8</sup>
Diquat	ND	0.0005	0.02
Endothall	ND	0.009	0.1
Endrin	ND	0.0001	0.0002
Ethylene dibromide	ND	0.00001	0.00005
Glyphosate	ND	0.006	0.7
Heptachlor	ND	0.0001	0.0004
Heptachlor epoxide	ND	0.0001	0.0002
Lindane	ND	0.0001	0.0002
Methoxychlor	ND	0.0001	0.04
Oxamyl (vydate)	ND	0.001	0.2
Pentachlorophenol	ND	0.00004	0.001
Picloram	ND	0.0001	0.5
Polychlorinated biphenyls (PCBs)	ND	0.0004	0.0005
Simazine	ND	0.0002	0.004
Toxaphene	ND	0.001	0.003

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Water Properties</u>			
Color	ND	3.0	15
Corrosivity	-1.2		
Turbidity	ND	0.1 NTU	0.5 NTU
pH	7.0	0.01 SU	6.5-8.5 SU
Odor	ND	1 T.O.N.	3 T.O.N.
<u>Radiological Contaminants</u>			
Gross alpha	0.719		15 pCi/L
Gross beta	0.552		50 pCi/L
Radium 226	0.162		No standard
Radium 228	0.231		No standard
<u>Microbiological Contaminants</u>			
Total Coliform	ND	Presence	Not detected
Heterotrophic Plate Count	ND	1 CFU	No standard
Cryptosporidium parvum	ND	Presence	No standard
Giardia lamblia	ND	Presence	No standard

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Unregulated Contaminants (IBWA template list)</u>			
Dibromomethane	ND	0.0005	No standard
1,3-Dichlorobenzene	ND	0.0005	No standard
1,1-Dichloropropene	ND	0.0005	No standard
1,1-Dichloroethane	ND	0.0005	No standard
1,1,2,2-Tetrachloroethane	ND	0.0005	No standard
1,3-Dichloropropane	ND	0.0005	No standard
Chloromethane	ND	0.0005	No standard
Bromomethane	ND	0.0005	No standard
1,2,3-Trichloropropane	ND	0.0005	No standard
1,1,1,2-Tetrachloroethane	ND	0.0005	No standard
Chloroethane	ND	0.0005	No standard
2,2-Dichloropropane	ND	0.0005	No standard
2-Chlorotoluene	ND	0.0005	No standard
4-Chlorotoluene	ND	0.0005	No standard
Bromobenzene	ND	0.0005	No standard
1,3-Dichloropropene	ND	0.0005	No standard
1,2,4-Trimethylbenzene	ND	0.0005	No standard
1,2,3-Trichlorobenzene	ND	0.0005	No standard
n-Propylbenzene	ND	0.0005	No standard
n-Butylbenzene	ND	0.0005	No standard
Naphthalene	ND	0.0005	No standard

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Unregulated Contaminants (IBWA template list)</u>			
Hexachlorobutadiene	ND	0.0005	No standard
1,3,5-Trimethylbenzene	ND	0.0005	No standard
4-Isopropyltoluene	ND	0.0005	No standard
Isopropylbenzene	ND	0.0005	No standard
tert-Butylbenzene	ND	0.0005	No standard
sec-Butylbenzene	ND	0.0005	No standard
Fluorotrichloromethane	ND	0.0005	No standard
Dichlorodifluoromethane	ND	0.0005	No standard
Bromochloromethane	ND	0.0005	No standard
<u>Other unregulated Contaminants</u>			
Methomyl	ND	0.001	
Carbaryl	ND	0.001	
3-Hydroxycarbofuran	ND	0.001	
Dicamba	ND	0.0001	
Bentazon	ND	0.0002	
Molinate	ND	0.0001	
Propachlor	ND	0.0001	
Metribuzin	ND	0.0001	
Metolachlor	ND	0.0001	
Thiobencarb	ND	0.0001	
Aldrin	ND	0.0001	
Butachlor	ND	0.0002	

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Product>	Spring Water	Detection Limit	FDA SOQ
<u>Other unregulated Contaminants (cont.)</u>			
Dieldrin	ND	0.0005	
Trichlorotrifluoroethane	ND	0.0005	
1,2-Dichloroethane	ND	0.0005	
Perchlorate	0.00006	0.00005	Ma 0.002
Bromate	ND	0.005	Calif/IBWA 0.01

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ND = Not detected © 1999 - 2004 IBWA