

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

For: Contract Frozen Fish

Please review and approve the attached Notice of Contract for Frozen Fish.

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Proposed By: Karen Dorsett
Karen Dorsett
Purchasing Agent
Purchase & Property

Recommended By: Robert D. Stowell
Robert D. Stowell
Administrator
Purchase & Property

Date Proposed: 1/8/15

Date Recommended: 1/12/15

Endorsed By: Michael P. Connor
Michael P. Connor
Director Deputy Commissioner
Plant & Property Mgt.

Approved By: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner
Dept. Of Adm. Serv.

Date Endorsed: 1/14/15

Date Approved: 1/14/15

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: January 8, 2015

NOTICE OF CONTRACT

COMMODITY: FOOD - Frozen Fish

CONTRACT NUMBER: 8001666

NIGP CODE: 393-0000

CONTRACTOR: Sysco Food Services of Northern New England VC 153100
36 Thomas Drive
Westbrook ME 04092

Phone: 800/632-4446
Phone: 207/253-7058
Fax No.: 207/828-2597

CONTACT: Shelly Jacques - Jacques.shelly@NNE.Sysco.com

CONTRACT PERIOD: February 1, 2015 - January 31, 2017

TERMS: NET 30 DAYS

ORDERING: Agencies must obtain a formal written quote (Fax or electronic) from the contracted vendors for each order totaling over \$500. Agency can place orders directly to the vendor by telephone, fax, e-mail, or electronic order entry directly to the vendor with the lowest price for items requested after quote has been obtained.

DELIVERY: There is no minimum order required under this contract. Delivery is to be accomplished within 10 working days from the date of order. Deliveries for this contract are monthly with occasional accommodations for fluctuations.

F.O.B.: Destination

INVOICING: Invoices will be presented on the basis of each order completed.

ITEMS COVERED BY THIS CONTRACT: See the attached sheets for products available under this contract. Balance of Product Line will also be included.

CONTACT INFORMATION:
Karen Dorsett, Purchasing Agent, (603) 271-3146
Email address: Karen.Dorsett2@nh.gov

Frozen Fish			
Estimated Quantity (statewide)		PRODUCT DESCRIPTION	Price per lb.
850	LB	Pollock Alaskan Batter Wedge, Oven Ready, 4 Oz Portions, 10 # Pkg	\$ 3.49
250	LB	Haddock Fillets	\$ 4.39
700	LB	Cod Loins; 4 Oz Portions, In 10# Packages	\$ 3.14
400	LB	Breaded Pollock, Triangle Shaped, 4oz Portions In 10lb Cases, Oven Ready	\$ 2.43
200	LB	Breaded White Fish Portions (For Sandwich)	\$ 3.42
80	LB	Scallops; 20/30 Ct; Raw	\$ 8.18
400	LB	Fish Cakes Oven Ready 2oz. Portions, 10# Boxes	\$ 1.70
720	LB	Imitation Sea Legs, 2.5 # Pkgs	\$ 1.65
240	LB	Petite Shrimp	\$ 3.85
600	LB	Fish Patties (Cod or Pollock)	\$ 2.87

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 varieties of frozen fish from the successful Vendor's Balance of Product Line. All items ordered will include all shipping/charge.

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

Date: 12/18/14
Bid No.: 1697-15
Date of Bid Opening: 1/8/2015
Time of Bid Opening: 11:30 AM (EST)

YOU MAY EMAIL YOUR BID TO KAREN DORSETT AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: FROZEN FISH

(Insert name of signor) William Terry, on behalf of Sysco Northern New England (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 # 1697-15 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 VP Sales

NOTARY PUBLIC JUSTICE OF THE PEACE

COUNTY: Cumberland STATE: Maine ZIP: 04092

On the 5th day of January, 2015, personally appeared before me, the above named William Terry, in his/her capacity as authorized representative of Sysco NNE 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: 1/25/18 (Date)

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.

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:

<u>Shelly Jacques</u> Contact Person	<u>207-253-7058</u> Local Telephone Number	<u>800-632-4446 ext 7058</u> Toll Free Telephone Number
<u>207-828-2597</u> Fax Number	<u>jacques.shelly@nne.sysco.com</u> E-mail Address	<u>sysconne.com</u> Company Website
<u>Sysco Northern New England</u> Vendor Company Name	<u>019661466</u> DUNS #	

ATTACHMENTS:

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

- Attachment: Offer Sheet
- Attachment: Delivery Locations

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

FROZEN FOOD-CONTACT AND DELIVERY SCHEDULE

AGENCY	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	CONTACT PERSON	PHONE #	HOURS OF OPERATION	Comments
Dept of Corrections	Northern Correctional Facility	138 East Millan Road	Berlin	NH	03570	Joe Pelletier	603-752-0389	M-F 7:30 AM TO 2:30 PM	Call 603-752-0411 Prior to Delivery
Dept of Corrections	NH State Prison for Women	317 Mast Road	Goffstown	NH	03045	Pat Marchesseault	603-271-7232	M-F 7:30 AM TO 2:30 PM	Call 603-271-7252 Prior to Delivery
Dept of Corrections Concord Community	Concord Prison	3 Maguire Street	Concord	NH	03302	Todd Sheehan	603-271-2227	M-F 7:30 AM to 2:30 PM	Call 603-271-1876 Prior to Delivery
Concord Community Corrections Center	Concord Halfway House	Iron Works Road	Concord	NH	03301	Todd Sheehan	603-271-2227	M-F 7:30 AM to 2:30 PM	Call 603-271-2278 Prior to Delivery
Manchester Community Corrections Center	Manchester Halfway House	126 Lowell Street	Manchester	NH	03104	Todd Sheehan	603-271-2227	M-F 7:30 AM to 2:30 PM	Call 603-271-1876 Prior to Delivery
Dept of Health & Human Services	Glenciff Home	393 High Street	Glenciff	NH	03238	Tracy Sackett	603-989-3111 / 1620	M-F 8:00 AM to 3:00 PM	
Dept of Health & Human Services	Sununu Youth Services Center	1056 N. River Road	Manchester	NH	03104	Rita Desbiens	603-625-5471 / 312	M-TH 6:00 AM to 3:00 PM W-F 8:00 AM to 11:00 AM & 12:30 PM to 3:30 PM	No Friday deliveries
NH Veteran's Home		139 Winter Street	Tilton	NH	03276	Nancy Nolin	603-527-4841		
Dept of Health & Human Services	NH Hospital	36 Clinton St.	Concord	NH	03301	Martin Srugis	603-271-5850	M-F 6:00 am to 3:00 pm	Call Kitchen Office 271 5360 for deliveries.
Dept of Health & Human Services	Brown Bldg. Cafeteria	129 Pleasant St.	Concord	NH	03301	Paul Vezina	603-271-9010	M-F 6:00 am to 12:00 am	

NOTE: This is a list of general using agencies for bidding purposes. Other agencies may participate

Frozen Fish		Sysco Northern New England
Estimated Quantity (statewide)	PRODUCT DESCRIPTION	Price per lb.
850 LB	Pollock Alaskan Batter Wedge, Oven Ready, 4 Oz Portions, 10 # Pkg	\$ 3.49
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