

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

DATE: 3/30/15

CONTRACT #: 8001702

CONTRACT FOR: FRESH EGGS

NIGP CODE: 390-2100

CONTRACTOR: SYSCO NNE

VENDOR CODE #: 153100 B001

SUBMITTED FOR ACCEPTANCE BY:

  
KAREN DORSETT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/30/15

\*\*\*\*\*

*Done 3/30/15*

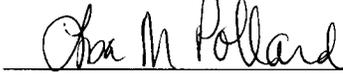
RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/30/15

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ENDORSED FOR ACCEPTANCE BY:

  
LISA M. POLLARD, DIRECTOR  
PROCUREMENT & SUPPORT SERVICES

DATE 4-1-15

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

  
COMMISSIONER,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/2/15

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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

Date: 3/16/15  
Bid No.: 1731-15  
Date of Bid Opening: 3/26/15  
Time of Bid Opening: 2:00 PM (EST)

YOU MAY EMAIL YOUR BID TO KAREN DORSETT AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

**BID INVITATION FOR CONTRACT: FRESH EGGS AND PRODUCT**

(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 # 1731-15 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 V.P. of Sales

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Cumberland STATE: Maine ZIP: 04092

On the 19<sup>th</sup> day of March, 2015, personally appeared before me, the above named William Terry, in his/her capacity as authorized representative of Sysco, 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)

Form P31-8

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.

**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 business 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.

**PAYMENT:**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

**WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the highest discount offered for all egg products noted in Section A of this bid invitation. In Section B, provide the lowest cost in total. It is the intent of the state to award up to two contracts, one for Section A and one for Section B. 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(s).

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.

**SPECIFICATION COMPLIANCE:**

Vendor's offer must 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 equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

**MINIMUM ORDERS:**

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

**OFFER:**

Vendor hereby offers to furnish Fresh Eggs and Product to the 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 discount from the Boston Market Quotation, as reported to Bureau of Purchase & Property by the Department of Agriculture, for the entire contract term and any extension.

**Section A: Indicate here the discount to be deducted (in a monetary figure):**

Discount of: \$0.05 (cents) per dozen large white eggs.

Discount of: \$0.05 (cents) per dozen medium white eggs.

Discount of: \$0.05 (cents) per dozen large brown eggs.

Discount of: \$0.05 (cents) per dozen medium brown eggs.

Discount of: \$0.05 (cents) per dozen pasteurized eggs (annual usage 208 cases per year).

Section B: Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price(s):

LOCATION	ANNUAL USAGE	UNIT	DESCRIPTION	DELIVERED UNIT COST	EXTENDED COST
NH Veterans Home	208	CASE	HARD BOIL EGGS 100/CONTAINER (1403898)	<u>\$21.21</u>	<u>\$ 4,411.68</u>
NH Veterans Home	312	CASE	LIQUID EGG MIX PASTEURIZED (2366607)	<u>\$50.18</u>	<u>\$ 15,656.16</u>

**TOTAL COST: \$20,067.84**

**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.

LOCATION	ADDRESS	Est Annual Usage (dozen)
NH State Prison Warehouse	3 McGuire St Concord, NH 03302	40,000
NH Veterans Home	139 Winter Street Tilton, NH 03276	3900
Glenciff Home	393 High St. Glenciff, NH 03238	3000
Div for Juvenile Justice	1056 North River Rd Manchester, NH 03104	2,100

**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>1-800-632-4446</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, Inc.</u> Vendor Company Name	<u>019661466</u> DUNS #	

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