

**STATE OF NEW HAMPSHIRE**  
**Dept. of Administrative Services**  
**Div. of Plant and Property Management**  
**Bureau of Purchase and Property**  
**State House Annex**  
**Concord, New Hampshire 03301**

Date: May 15, 2015

**Notice of Contract**

**For:** Doors – Metal & Wood (Supply Only)

**CONTRACT NO.:** 8001639

**NIGP CODE:** 150-2500 & 2700

**Contractor:** Merrimack Building Supply                      Vendor # 174199  
260 Daniel Webster Highway  
Merrimack, NH 03054

**Tel. No.:** 603-424-7001 or 800-715-7001  
**Fax. No.:** 603-424-3541

**Contact Persons:** William Baggs                      **E-MAIL:** [bbaggs@merrimackbuildingsupply.com](mailto:bbaggs@merrimackbuildingsupply.com)

**Effective From:** December 1, 2014 through November 30, 2016

**Terms:** N/30

**Ordering:** State agencies shall place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

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

**Delivery:** Contractor is required to accomplish delivery of any item ordered under the contract within three (3) working days from the placement of the order. FOB Destination.

**Questions:** Robert Lawson, Purchasing Agent  
Tel: 603 271-3147  
Email: [bob.lawson@nh.gov](mailto:bob.lawson@nh.gov)

**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 Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

**ORDERING PROCEDURE:**

State agencies shall place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

Contractor 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 contract.

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

**DELIVERY TIME:**

The Contractor shall be required to accomplish delivery of any item ordered under the contract within three (3) working days from the placement of the order.

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

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances where sub-sections of an agency shall need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three (3) working days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of the contract, as if an account already exists for them.

**RETURNED GOODS:**

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

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

**INVOICING:**

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

**WARRANTY REQUIREMENTS:**

Contractor shall be required to warranty all of the equipment awarded 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.

**MINIMUM ORDERS:**

There shall be no minimum order whether in item quantity or dollar value associated with any item purchased on this contract.

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

During the term of contract, the state may wish to purchase other like products from the Contractor's Balance of Product Line. These purchases shall include only the purchase of other styles and sizes of doors as well as hinges and locks. Any Balance of Product Line items shall be priced using the same discount or mark-up structure as the items indicated in this contract and shall be governed by all the same terms and conditions as the items in this contract.

**DESCRIPTION**

Birch Doors 3' x 6'-8" x 1 3/4" Thick, Fire Rated at 20 Minutes, No Glass, with Frame 4 7/8"

Indicative of Manufacturer: Algoma.

Hollow Metal Door, 3' x 7', x 1 3/4" Thick, No Glass, with Frame 4 7/8"

Indicative of Manufacturers: Steelcraft and De La Fontaine

BALANCE OF PRODUCT LINE

**Contract Pricing**

\$ 253.00

\$ 299.00

Discount

Hinges 65%

Locks 65%

Exit Devices 65%

Closers 65%

Misc Hardware 50%

Weatherstripping 45%