Yours whether your BID to MELANIE CARRAHER AT: EMAIL PRCHWEB@NH.GOV
Or if needed, FAX No. 603/ 271-7564
BID INVITATION FOR CONTRACT: AGGREGATES (PICK-UP &/OR DELIVERED)

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 A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

- SAMPLES AND DEMONSTRATIONS: When samples are required they must be submitted free of costs and will not be returned.

- 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.

- 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.

- 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 respond 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.

- OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name: ____________________________________________________________

Address: _________________________________________________________________

Tel.:(local) ___________________ (Toll free) ___________________

Fax:________________________ Email Address: ____________________________

Website Address: _________________________________________________________

Authorized Signature: ___________________________________________________

(TYPE OR PRINT NAME)

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.
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 its occurrence.
   7.2. The person signing this agreement on behalf of the State, or his or her delegate (“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. Any 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.

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.
INSTRUCTIONS TO BIDDER:
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 “Bidder 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 or if needed, may fax to (603) 271-7564. 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 fax number. 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 bidder 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 bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder 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 21:1-13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related material 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 bidder 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 bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder’s designation regarding confidentiality.

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

PURPOSE:
The purpose of this bid invitation is to establish a contract 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) indicated in the “Delivery Locations” section of this bid invitation.

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

**CONTRACT TERM:**
The term of the contract shall be from the date of award through April 30, 2015, a period of approximately 3 years. The contract may be extended for additional periods of time, up to another 3 years, thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful bidder 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 bidder a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**
All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, bidders must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): [admin.state.nh.us/purchasing/vendor.asp](admin.state.nh.us/purchasing/vendor.asp)

- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**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 bidder must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5th) fifth business day prior to the date of the bid opening.

Questions must be submitted by E-mail to Melanie Carraher at the following address: Melanie.Carraher@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, always 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](www.admin.state.nh.us/purchasing/bids).

**BID PRICES:**
Bid prices must be in US dollars and must include delivery as indicated in the offer section 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. Under no circumstances will the Contractor charge the State of New Hampshire prices for any product in excess of prices being charged to the general trade or the bidder’s best/preferred customer at the time of delivery.

**PRICE ADJUSTMENTS:**
The successful bidder/s may request price increases, however price increase for any product shall not be in excess of prices being charged to the general trade or the bidder’s best/preferred customer at the time of delivery. Written notice of an impending price increase must be submitted to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than fifteen (15) days prior to the effective date of said price increase.
Price decreases shall become effective immediately as they become effective to the general trade.

**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.

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

**ABILITY TO PROVIDE:**
Successful bidder must be capable of providing each State of New Hampshire agency 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:**
State agencies will place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

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

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

**ESTIMATED CONTRACT VALUE:**
The total annual value of the contract is estimated to be $100,000. 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.

**DELIVERY TIME:**
The successful bidder/s will be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order. Delivery shall be coordinated with the agency on the delivery date and shall be delivered within the agreed upon timeframe. For large quantity orders, the above required delivery timeframe may be extended to the agreed upon date between the requesting agency and the vendor. The use of a private carrier to make delivery does not relieve the successful bidder from the responsibility of meeting the delivery requirement.

**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 bidder 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 bidder must resolve all order and invoice discrepancies within five business days from notification. Unauthorized substitutions for any products are not allowed.

**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 warranty all of the items awarded to bidder 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 items, shipping, labor, travel, and expenses.

**CONTRACT AWARD/S:**
Award/s will be made to bidder/s responding to offers that meet the State’s need and meeting specifications. The State’s objective is to establish multi vendor-contracts with vendors based on their location, distribution area, inventory, delivery capabilities and cost containment. The State of New Hampshire reserves the right to purchase material from the most economical source of supply with consideration of product, price, and hauling distance.

**BALANCE OF PRODUCT LINE:**
During the term of the contract, the State may purchase other like products from the successful bidder’s Balance of Product Line, as the items listed in the “Offer” section are only a fraction of the items purchased. These shall include only the purchase of other aggregate related products. Please note: agencies will not be permitted to enter into rental agreements. Rental agreements shall be entirely separate agreements and shall be between the vendor and the agency.

**SPECIFICATION COMPLIANCE:**
Bidder’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.

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

**DELIVERY LOCATIONS:**
If you are awarded a contract, you are expected to service all current State of New Hampshire agency/institution locations within the facility’s normal delivery area.

**BIDDER 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:

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<th>Contact Person</th>
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**Note:** To be considered, bid must be signed on the front cover sheet in the space provided.

**OFFER:**
Bidder hereby offers to furnish aggregates 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 for the entire contract term and any extension.

Partial Products may include the following but are not limited too:
- Gravel-Ledge Pak 1/2” & 3/4”, Gravel-CR BR 1 1/2” & 1”, Gravel - CR BR 2 1/2”, Gravel - CR BR 3”, Gravel - CR BR 3-6”
- Ledge Pak, 1/2”, Ledge Pak, 1 1/2”, Ledge Pak, 2 1/4”, Ledge Pak, 3-6”
- Sand - Beach (screened), Silty Sand Fill (Backfill), Clean Sand Fill (Septic), Sand/Salt Mix, Septic Sand
- Blue Stone (.5”), Blue Hard Pak, Bark Mulch, Clay
- Stone, 3/8” & 1/2”, Stone, 3/4”, Stone, CR 1 1/2”, Stone Dust 1/4” (if avail), Wall Rock

Please indicate below the products you will be offering:

All aggregates shall meet requirements as defined in the latest version of the NHDOT standard specifications for road and bridge construction, which is available at: www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm

Please attach your CURRENT Published Product Pricing List (with any delivery charges) along with a list of your facility locations with your submission of bid.