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

DATE: 01/07/2020

CONTRACT #: 8002651 **NIGP CODE:** 750-0000

CONTRACT FOR: Concrete Delivered &/or Pumped (D5 & D6 Towns)

CONTRACTOR: Boston Concrete Corporation **VENDOR CODE #:** 314254 B001

SUBMITTED FOR ACCEPTANCE BY:

Liz Moskalenko

LIZ MOSKALENKO, PURCHASING AGENT
BUREAU OF GRAPHIC SERVICES

DATE 1/7/2020

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RECOMMENDED FOR ACCEPTANCE BY:

LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 1/7/2020

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APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/13/2020

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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.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/13/2020

Form Revised 11/19/2019 LMR

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 12/18/19
Bid No.: 2290-20
Date of Bid Closing: 01/06/20
Time of Bid Closing: 11:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO LIZ MOSKALENKO: E-mail ELIZABETH.MOSKALENKO@DAS.NH.Gov

EMAIL YOU'RE BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR CONTRACT: CONCRETE DELIVERED AND OR PUMPED (D5 & D6 TOWNS)

[Insert name of signor] Karin Marshall, on behalf of Boston Concrete Corporation [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 2290-20 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 Closing 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 shall 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 _____ **Authorized Signor's Title** General Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Middlesex **STATE:** MASS **ZIP:** 01854

On the 2nd **day of** January, ~~2019~~ 2020, **personally appeared before me, the above named** Karin Marshall, **in his/her capacity as authorized representative of** Boston Concrete, **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.

Linda A. Tardiff
(Notary Public/Justice of the Peace)

My commission expires: 10/30/2026 **(Date)**

Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, 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 constitute 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 closing. 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) business days prior to the bid closing. 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 closing, 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 Procurement and Support Services, 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. 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.

6. INVOICING. All invoices must list 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.

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 Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for 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: CONCRETE DELIVERED AND/OR PUMPED (D5 & D6 TOWNS)

PURPOSE:
The purpose of this bid invitation is to establish contracts for supplying the State of New Hampshire agencies with the product 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. Product ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Liz Moskalenko at the following address:
Elizabeth.Moskalenko@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name, address, and the name of the person submitting the question.

ADDENDA:
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 shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is
https://das.nh.gov/purchasing/purchasing.aspx

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

12/18/2019	Bid Solicitation distributed on or by
01/02/2020	Last day for questions, clarifications, and/or requested changes to bid
01/06/2020	11:30 AM (EST) Bid Closing

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

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response 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 OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal 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 shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the 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 shall 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 proposal or related material shall 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. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

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.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

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, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants.

CONTRACT TERM:
The term of the contract shall commence upon review completion and or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years and until September 30, 2022.

The contract(s) may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:
The award shall be made to the Vendors meeting the criteria established in this RFB and providing the lowest cost in total per location. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contracts.

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

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://das.nh.gov/purchasing

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public**.

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

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

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor 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: https://DAS.NH.Gov/Purchasing

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:
Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

PRICE ADJUSTMENTS:
The successful Vendors may request price increases once per annum during the term of the contract. Price increase for any product shall not be levied on pre-existing product for shipment, previously purchased (prior to market increase) mixed product. Price increase for any product shall not be in excess of current market value (concrete and related products – ready mix concrete) and shall not be in excess of 1.5% capped. Under no circumstances will the Vendor charge the State of New Hampshire prices for any product in excess of the prices being charged to the general trade or Vendors best/preferred customer at time of delivery. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable.

Pricing shall not change from current market base price with only a tolerance of +/- $2.00 per cubic yard.

Updated Published Price List MUST be e-mailed to Elizabeth.Moskalenko@DAS.NH.Gov.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

WARRANTY REQUIREMENTS:
The successful Vendor shall be required to provide warranties on all product provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the product is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all product, shipping, labor, travel, lodging, and expenses.

If product should fail inspection and vendor requests testing; all results will be verified by testing at the New Hampshire DOT Lab. After which if vendor so chooses, at no expense to the State of New Hampshire; verification from a third party testing lab may be carried out.

ABILITY TO PROVIDE:
Successful Vendor shall 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:
State agencies shall place their orders by electronic order entry, 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:
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.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor 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 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.

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Liz Moskalenko and sent electronic to Elizabeth.Moskalenko@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Items Sold and/or All Product Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Product Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business 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 this bid invitation, as if an account already exists for the agency.

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) 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.

DELIVERY TIME:
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

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

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

P-CARD PAYMENT AVAILABILITY:
Does your Company accept P-card/Credit Card payments (please check one) _____Yes or _____No

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.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

PRODUCT SAMPLES:
If applicable, product sample shall be the exact quality, brand and style being quoted in this bid. Vendors shall be contacted during the evaluation process if sample is required - Do Not Submit Sample with RFB Response. All samples shall be provided at no charge to the State of NH Bureau of Purchase and Property, and shall not be returned.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:
The product in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to Concrete Delivered and/or Pumped from the successful Vendor's Balance of Product Line. All Product ordered shall include all shipping/charges as specified above in "Bid Prices".

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate DESC*

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:
- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

SUBCONTRACTING:
The work staff shall consist of qualified persons completely familiar with the product and equipment that they will use. The Contracting Officer may require the Vendor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on site is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

If **subcontractors** are to be utilized, then please provide information regarding the proposed subcontractors, including: the name of the subcontractor, the subcontractor's business address, a primary contact person. The State must communicate its approval of the subcontractor to the Vendor before the subcontractor may begin any work.

SPECIFICATIONS:
Complete specifications required are detailed in the latest version of the NHDOT Standard Specifications Sections: 500, 520 through Division 600 and 707 for Road and Bridge Construction. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SPECIFICATION COMPLIANCE:
Specifications must meet current standards as defined by the American Concrete Institute. Concrete shall meet specification requirements as tested at the end of the truck chute. Concrete tested at the end of other conveyance systems shall be the responsibility of the Contractor. Any material not conforming will be rejected and removed at the Vendor's expense.

Vendor's offer shall 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.

The product(s) indicated in this bid are equivalent to the type and quality required. Your offer shall match or exceed the product(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Product(s) that don't meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

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

OFFER:
All product shall meet requirements in conformance with the Code of Federal Regulations 23 CFR 635.411 (a)(2). and as defined in the latest version of the NHDOT Standard Specifications Sections: 500, 520 through Division 600 and 707 for Road and Bridge Construction, located at:

www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm

Approximate D5 and D6 Locations Expected to Deliver:
Check off which locations you will be able to provide (if entire District(s) is/are applicable, please check the district(s) number)

District 5		District 6		
_x_Amherst	____Litchfield	____Atkinson	____Hampton	____Newington
____Auburn	____Londonderry	____Brentwood	____Hampton Falls	____Newton
_x_Brookline	_x_Merrimack	____Danville	____Kensington	____Plaistow
____Chester	_x_Milford	____E Kingston	____Kingston	____Portsmouth
_x_Derry	_x_Nashua	____Epping	____Lee	____Rye
____Hebron	_x_Pelham	____Exeter	____N Hampton	____S Hampton
_x_Hollis	_x_Salem	____Fremont	____New Castle	____Sandown
	_x_Windham	____Greenland	____New Market	____Seabrook
		____Hampstead	____Newfields	____Stratham

This listing does not include any eligible participants.

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.

Product / Description	UOM	Entire State Estimated Usage	Current Market Price per Cubic Yard
NH Class A	Cubic Yard	58	$ 124.00
NH Class AA	Cubic Yard	988	$ 137.00
NH Class AAA	Cubic Yard	5	$ 147.00
NH Class B	Cubic Yard	39	$ 124.00
NH Class F	Cubic Yard	14	$124.00
NH Class T	Cubic Yard	1	$ 146.00
3/8 Aggregate Mix	Cubic Yard	191	$ 125.00
Mid-Range Water Reducer	Cubic Yard	267	$ 7.00
High-Range Water Reducer	Cubic Yard	108	$ 8.00
Fiber / Micro Fiber	Cubic Yard	27	$ 12.00
1% Non-Chloride Accelerator	Cubic Yard	26	$ 8.00
2% Non-Chloride Accelerator	Cubic Yard	21	$ 16.00
20 Meter Pump Truck (4 hour min)	Each	37	$ n/a
32 Meter Pump Truck (4 hour min)	Each	1	$ n/a
37 Meter Pump Truck (4 hour min)	Each	1	$ n/a
Truck Overtime Rate **(Show Normal Operating Hrs. on attachment)**	Per Hour	7 hours	$ 6.50
Winter Service Rate (show temperature &/or date range: (Nov 1 to April 15)	Cubic Yard	597 hours	$ 100.00
Light Load Charges			
1.0	Cubic Yard	73	$ 350.00
1.5	Cubic Yard	52	$ 350.00
2.0	Cubic Yard	8	$ 250.00
2.5	Cubic Yard	5	$ 250.00
3.0	Cubic Yard	21	$ 200.00
3.5	Cubic Yard	16	$ 200.00
4.0	Cubic Yard	35	$ 150.00

Discount Offered on Current Market Pricing 0 **%**

Quotes in lieu of a completed offer sheet will not be accepted.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in each category include product most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other product in relation to Concrete – Delivered and/or Pumped from the successful Vendor's Balance of Product Line. Product purchased off balance of product line(s) must offer equal to or greater than the percentage offered for the assigned categories on the main offer section. All products ordered shall include all shipping/delivery charges as specified above in "Bid Prices". This information is not considered part of award criteria and is considered informational only.

THE FOLLOWING IS ADDITIONAL INFORMATION: Not for consideration of award.

Balance of Products may include the following but are not limited to (Indicate below products offered with corresponding discount(s):

_____ _____%

_____ _____%

_____ _____%

_____ _____%

_____ _____%

INDICATE YOUR DELIVERY CHARGE PER MILE IF APPLICABLE: _____

Attach or provide location of your CURRENT published product pricing list(s) (with any delivery charges) along with a list of your facility locations/addresses and emergency operating hours (if applicable).

DELIVERY LOCATIONS:
Attach or provide location of your CURRENT published product pricing list(s) (with any delivery charges) along with a list of your facility locations/addresses and emergency operating hours (if applicable), as well as an approximate delivery coverage location map showing radius wherein deliveries will be in compliance with Department of Transportation Specifications;

Refer to Section 520.3.5.3.1.11
Any concrete that is not in place 1 1/2 hours after the cement has been added to the aggregates shall not be used unless otherwise permitted by the Engineer. The Engineer may extend this time limitation if the concrete workability (slump) stills allows for the concrete to be placed without the addition of water to the batch. In hot weather or under conditions contributing to quick loss of workability, a time less than 1 1/2 hours may be required. If required, please see NH District Map for clarifications and attachment for delivery coverage locations.
https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf

DISASTER RECOVERY:
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? __x___Yes or _____No

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

VENDOR CONTACT INFORMATION:
Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

___Karin Marshall _____ Contact Person

___978-937-7222_____ Local Telephone Number

_____n/a_____ Toll Free Telephone Number

_____ E-mail Address
kmarshall@bostonconcrete.com_____

____www.bostonconcrete.com__ Company Website

Vendor Company Name Boston Concrete Corporation

_____706 Broadway Street; Lowell, MA 01854_____ Vendor Address

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