

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

DATE: 03/02/2020

CONTRACT #: 8002674 Contech Engineering Solutions NIGP CODE(S): 210-0000 & 658-0000  
8002675 Lane Enterprises

CONTRACT FOR: Culverts (Metal – HDPE-Reinforced HDPE - PP)

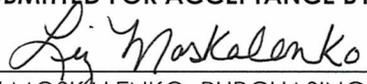
CONTRACTOR: Contech Engineering Solutions LLC  
16445 Collection Center Dr.,  
Chicago, IL 60693

VENDOR CODE #: 168030 P001

Lane Enterprises Inc.  
825 Route 67  
Ballston Spa, NY 12020

VENDOR CODE #: 175204

SUBMITTED FOR ACCEPTANCE BY:

  
LIZ MOSKALENKO, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/2/2020

RECOMMENDED FOR ACCEPTANCE BY:

  
LORETTA RAZIN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY

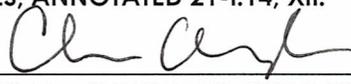
DATE 3/9/2020

APPROVED FOR ACCEPTANCE BY:

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

DATE 3/9/2020

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 3/10/2020



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
BUREAU OF BUSINESS MANAGEMENT  
9 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0009

ADMINISTRATIVE & FINANCIAL SERVICES

KIRSTEN LC FIGUEROA  
COMMISSIONER

BUREAU OF BUSINESS MANAGEMENT

JAIME C. SCHORR  
CHIEF PROCUREMENT OFFICER

Thursday, February 20, 2020

Contech Engineering Solutions, LLC  
9025 Centre Pointe Drive, Suite 400  
West Chester, OH 45069

Sent via email: [swolf@conteches.com](mailto:swolf@conteches.com)

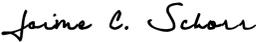
Dear Mr. Stephen Wolf:

This letter is in regard to the subject Request for Quotes (RFQ) 17A 200113-207, issued by the State of Maine Department of Administrative and Financial Services for Culverts, Metal, HDPE, Reinforced HDPE, Tri-State ME, NH, VT. The Department and procurement specialists from New Hampshire and Vermont have evaluated the bid submission received from Contech Engineering Solutions, LLC have determined that your company submitted the low bid, and met the posted specifications for the galvanized metal, aluminum coated, polymer precoated, aluminum alloy and reinforced HDPE items contained in the posted bid. Maine, as the lead State, is hereby announcing the award for these items to Contech Engineering Solutions, LLC.

The States of Maine, New Hampshire and Vermont will be contacting your company to establish each state's purchasing contracts for the initial period posted in the bid opportunity, March 1, 2020 through February 28, 2022. The contracts will require all specifications contained in the bid opportunity be met and maintained for the duration of the contracts. With Maine as the lead state, any contract extensions offered will be sent from Maine's Procurement Services office. If Maine decides not to offer an extension New Hampshire and/or Vermont will have the ability to offer extensions for these commodities for the advertised periods if it's in the best interest of their states.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

DocuSigned by:  
  
6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17A 200113-207**

**Culverts, Metal, HDPE, Reinforced HDPE, Tri-State ME, NH, VT**

**ALL Bids must be submitted through the State of Maine Vendor Self Service (VSS).  
Bids submitted any other way will not be accepted.**

<https://mevss.hostams.com/PRDVSS1X1/AltSelfService>

**Quotations/Responses Due:** Tuesday, January 28, 2020 not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine’s E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.



**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services (“Division”) is acting on behalf of **The Department of Transportation in the States of Maine, New Hampshire and Vermont** (“Requesting Department”). The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

# RFQ REQUIREMENTS

## 1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- Please see **Appendix B**

## 2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A:** Bid Cover Page and Debarment Form
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification
- **Cost Response Sheet, RFQ 17A 200113-207 Bid Prices. Excel Format submission is REQUIRED. Any other format will be rejected.**
- **Product Data/Information Sheets** – PDF Specification Sheets for each product bid. This will be used to determine if the items bid meet the posted specifications.
- **Warranty Information**

## 3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for two (2) renewal periods of one (1) year each. Maine, New Hampshire or Vermont can opt not to extend without effecting the option of the remaining states to extend.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	March 1, 2020	February 28, 2022
Optional Extension Period #1	March 1, 2022	February 28, 2023
Optional Extension Period #2	March 1, 2023	February 29, 2024

#### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

#### 6. Quotation Evaluation and Selection

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

[BPO General Terms](#)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C. Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

## Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature:	Date:

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature:	Date:

## Appendix B

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

DETAILED SPECIFICATIONS

**RFQ # 17A 200113-207**

**Culverts, Metal, HDPE, Reinforced HDPE, Tri-State ME, NH, VT**

The State reserves the right to not make an award to the low-cost bidder when the bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.

**Required Documents:** All bids must include the following documents. Bids received without them may be rejected.

- **Appendix A:** Bid Cover Page and Debarment Form
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (ALL THREE PAGES)
- **Cost Response Sheet, RFQ 17A 200113-207 Bid Prices. Excel Format submission is REQUIRED. Any other format will be rejected.**
- **Product Data/Information Sheets** – PDF Specification Sheets for each product bid. This will be used to determine if the items bid meet the posted specifications.
- **Warranty Information**

The desired result of this bid process would be the creation of one Master Agreement Contract for all three listed states to use however the bidding states reserve the right to make multiple awards if it is in the best interest of each state. There is no guarantee that any contract will result from this bid process.

The successful bidder(s) will also be expected to enter into additional contractual documents with the States of New Hampshire and Vermont, referencing the Maine Master Agreement Contract(s), but in the forms applicable to each of those other States, which may include but will not necessarily be limited to, the terms and conditions contained in Appendices E and F.

The resulting Master Agreement Contract(s) will allow any and all State departments and agencies in the States of Maine, New Hampshire and Vermont to purchase the items listed on an as needed basis. There is no guarantee that any state will purchase any of the items listed from the resulting contract(s).

**Bid Award(s):** If awards are made, they will be awarded to the vendor(s) with the most low bid items that meet the posted specifications. Awards may be made to bidders with the most low bid prices per type of culvert.

**Bidders are not required to bid all items listed.**

**Freight Charges:** The vendor will only be allowed to charge actual freight costs from the vendor to the delivery point. **ALL bidders must respond to the question**, “Do you agree to charge actual freight charges only?” on the **RFQ 17A 200113-207 Bid Prices** required attachment. Vendors responding “NO” may be rejected. Any using department or agency can request actual bills of lading or invoices from freight companies for freight charge verification. If there is an overcharge, the vendor will be required to refund the balance of the freight charge plus administrative costs.

**Delivery Times:** All deliveries must be made during normal working hours. Generally this is to mean between 8:00 am and 3:00 pm.

**Delivery Notification:** The vendor must notify the ordering department minimally two (2) business days in advance of delivery. If there is a scheduled holiday the vendor must provide minimally three (3) business days notice. Each State has their own holiday schedule and the vendor is responsible for obtaining these schedules. Deliveries attempted to be made without the required notification can be rejected and the State will not be held responsible for the extra delivery charges. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

**Delivered Items Condition:** The items being delivered must in good condition upon arrival. The State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery. The pipe will be accepted or rejected at the time of delivery. The unloading shall be a mutual effort between State and Supplier. The State will not be responsible for the costs of material or return shipping costs for items returned due to poor condition.

**Delivery Locations:** The vendor must ship to any State owned or leased facility in each State. Most items will be shipped to the following cities or towns:

**Maine:** Scarborough, Augusta, Washington, Dixfield, Solon, Charleston, Jonesboro, Presque Isle

**New Hampshire:** Lancaster, Canaan, New Hampton, Swanzey, Londonderry, Lee

**Vermont:** Bennington, Londonderry, Rutland, Royalton, Colchester, Middlesex, St. Johnsbury, St. Albans, Newport

**Delivery After Receiving Order (ARO):** It is desired that all orders be delivered within twenty-one (21) calendar days ARO. Bidders are to enter their actual expected ARO in the **RFQ 17A 200113-207 Bid Prices** required attachment.

# Specifications

## METAL CULVERTS AND STORM DRAINS

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts and under-drains (as applicable) of the following type:

*Metal:*

GCMP, Galvanized Corrugated Metal Pipe and Under-drains.

ALCCMP, Aluminum Coated Corrugated Metal Pipe (Type 2) and Under-drains.

PPGCMP, Polymer Pre-coated Galvanized Corrugated Metal Pipe and Under-drains

CAAP, Corrugated Aluminum Alloy Pipe and Under-drains

### **MATERIALS.**

#### **603.023 CORRUGATED STEEL PIPE AND UNDER-DRAINS**

Corrugated steel pipe, under-drain and coupling bands shall conform to the requirements of AASHTO M36 and Attachments B and C as applicable. Material furnished under this Subsection shall be formed from sheet material coated in accordance with AASHTO M218 and M274.

- a) Coupling Bands. Coupling bands shall conform to AASHTO M36 and Attachment C, with the following modifications:
  - (1) Coupling bands and their connections shall be of such dimensions as required to meet the “Erosion Special Joint” category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges. Structural steel for band connections shall conform to ASTM A 36/A 36M.
  - (2) The only approved methods of connection and connection details at the ends of the bands shall be:
    - a.  $2 \times 2 \times 3/16$  inch galvanized steel angles extending the full width of the band.
    - b. 12 gauge die-cast angle with a configuration that provides at least the same section modulus as the  $2 \times 2 \times 3/16$  inch angle, extending the full width of the band.
    - c. Minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band, and five bolts for a 24 inch wide band, uniformly spaced. Bolts, nuts, and other threaded items used with coupling bands shall be coated by the electroplating process as provided in ASTM B 633, Class Fe/Zn 25 the zinc coating process as provided in AASHTO M 232M/M 232 or the mechanical zinc coating process as provided in AASHTO M 298, Class 25.
    - d. Angles will be connected to bands by one of the following:
      1. Spot welds spread over full width of the band,
      2. Stitch-welded over the full width of the band, or
      3. Attached by rivets.

- (3) Minimum band thickness shall be 1/16 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert or unit being connected. Coupling bands and die-cast angles may be formed from any one of the three types of sheet material specified above.
- (4) The use of projection pipe coupling (dimpled) bands or preformed channel bands is not allowed.
- (5) The Contractor may submit for approval to the Agency alternate coupling bands. The Contractor shall allow 30 days for a testing and evaluation period. Coupling bands shall not be shipped to projects until the Contractor has been notified that the proposed band has been approved by the Agency.

b) Under-drain: Under-drain perforations shall be Class 1.

#### 603.024 CORRUGATED ALUMINUM ALLOY PIPE AND UNDER-DRAINS.

Corrugated aluminum alloy pipe, under-drain, and coupling bands shall conform to the requirements of AASHTO M 196 and Attachments B and C.

a) Coupling Bands. Coupling bands shall conform to AASHTO M 196 and Attachment C, with the following modifications:

- (1) Coupling bands and their connections shall be of such dimensions as required to meet the “Erosion Special Joint” category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges.
- (2) Coupling band connections:
  - a. Shall be  $2 \times 2 \times 1/4$  inch aluminum angles (Alloy 6061-T6) extending the full width of the band or 12 gauge minimum die-cast aluminum angles, extending the full width of the band.
  - b. Shall have a minimum shear strength capacity of 6.3 kips.
  - c. Shall be connected with a minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band and five bolts for a 24 inch wide band. Bolts shall be uniformly spaced across the width of the band. Bolts, nuts, and other threaded items shall be coated in accordance with the requirements of Subsection 603.023(a)(2)c.
  - d. Shall have angles attached to the bands by stitch welding over the full width of the band or by rivets uniformly spaced across the width of the band.
- (3) Minimum band thickness shall be 0.06 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert being connected.
- (4) Alternate coupling bands may be submitted for approval as specified in Subsection 603.023(a) (5).

b) Under-drain: Under-drain perforations shall be Class 1.

#### 603.025 POLYMERIC COATED CORRUGATED STEEL PIPE.

Polymeric coated corrugated steel pipe shall conform to AASHTO M 245 and Attachments B and C. Polymeric coating shall conform to AASHTO M 246, Grade 250/250.

- a) Coupling Bands. Coupling bands shall conform to the requirements of Subsection 603.023(a) and Attachment C, modified as follows:
- (1) Coupling bands and die-cast angles shall be formed from sheet material coated in accordance with AASHTO M 218, M 245, M 274, or M 289.
  - (2) Coupling bands formed from AASHTO M 274 or M 289 material shall be not more than one nominal sheet thickness thinner than the wall thickness of the culvert or unit being connected.
  - (3) Coupling bands formed from AASHTO M 245 material shall be not more than two nominal sheet thicknesses thinner than the thickness of the culvert or unit being connected. Angles must be attached to the band by rivets.
  - (4) Coupling bands formed from AASHTO M 218 material shall be the same nominal sheet thickness as the culvert or units being connected. Angles must be attached to the band with rivets or by stitch-welding over the full width of the band.

### **FABRICATION OF CAAP, ALCCMP, AND PPGCMP.**

- a) Metal pipe may have either spiral or annular corrugations. All spiral pipes 300 mm (12") diameter and larger shall have the ends re-rolled to provide two annular corrugations which shall be 68 mm (2 2/3") x 13 mm (1/2") per Section 7.7.1 of AASHTO M36/M 36M. Any damage to the ends shall be repaired per AASHTO M36. Section 9.1.3 of AASHTO M 36/M 36M and Section 9.1.5 of AASHTO M 196 do not apply.
- b) Pipe with spiral corrugations shall be either continuous helical lock seams or welded seams.
- c) The corrugations for all pipes shall meet the requirements of Attachment B.
- d) The requirements of Fabrication, Rivet and Riveting of M36, pertaining to the plates being drawn tightly together, shall be interpreted such that any portion of a rivet being visible between the sheets shall be reason for the rejection of the pipe.
- e) There shall be no un-bonding, splitting or cracking of the coatings. Any visible evidence of these imperfections shall be reason for rejection of the pipe.
- f) Grinding shall be required for all metal culvert pipe ends to remove burrs and/or slivers resulting from the cutting of the pipe by the method of sawing.
- g) Marking. All material furnished under this Subsection shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator and the sheet metal thickness.
- h) All corrugated metal pipe shall be supplied in lengths of 12', 18' and 20'. The 6" perforated under-drain pipe shall be supplied in 20' lengths.

### **STRUTTING.**

Strutting of the culverts will be as ordered at strut bid price per foot of pipe.

All specified flexible culverts to be strutted shall be elongated along the vertical diameter in accordance with one of the following two methods.

- a) The pipe shall be elongated by the manufacturer after fabrication by increasing the diameter along the vertical axis approximately 3 percent with a corresponding decrease along the horizontal axis. The elongation shall be obtained by installing rods and tightening the rods,

uniformly from end to end of the pipe, obtaining approximately one-quarter of the required elongation each time throughout the length of the pipe.

The rods shall be 5/8" diameter threaded 7" at both ends with washers and nuts. The length of the rods shall be the diameter of the pipe plus 8". The rods shall be placed on the horizontal axis of the pipe on 24" spacing and located halfway between the circumferential riveting. A soft wood block 2" by 4" by 12" long shall be placed over the rods at each end to provide contact against the outside of the pipe. The long dimension of the blocks shall be parallel with the horizontal axis of the pipe. The rods shall be left in the pipe until the fill is completed and compacted, unless for some unusual condition their removal is ordered by the Engineer. The rods shall be removed by cutting from the inside adjacent to the pipe.

b) The pipe shall be elongated by the manufacturer by increasing the diameter along the vertical axis approximately 5 percent with a corresponding decrease along the horizontal axis by mechanical means in which sufficient pressure is applied to the sides of the pipe after fabrication to produce the specified distortion. The elongation shall be maintained by drilling holes in the ends of the pipe sections and placing horizontal wires. After the pipe sections have been installed with coupling bands, the wires will be removed.

Helically corrugated culvert sections shall be match marked before being elongated by the manufacturer of before the 5/8" diameter rods are installed.

NESTING. Nesting of culvert pipes shall require the wood separators to protect the coatings except for Corrugated Aluminum Alloy Pipe.

## **HDPE CULVERTS AND STORM DRAINS**

DESCRIPTION. The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

### *High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe, Type S (smoothlined) and Underdrains

### MATERIALS.

- a) Corrugated (High Density) Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M 294, Type S or AASHTO M 252, Type SP as appropriate, Attachment B, and be approved for use by MaineDOT, NH DOT, and VTrans.
- b) Connections for high density polyethylene pipe shall be of a bell and spigot type joint with an O-ring rubber gasket meeting ASTM F477 placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Pipe shall be supplied in 10' and 20' lengths.
- d) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

ATTACHMENT B											
CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)											
DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE		
	OPTION I	OPTION I & III			OPTION I	OPTION I & III	OPTION I & III	OPTION III	OPTION I & III		
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	M170 CLASS III WALL A	M170 CLASS III WALL B	M170 CLASS III WALL C
12"	0.079	0.064	0.064	0.075			1.354	0.358	1 3/4	2	
15"	0.079	0.064	0.064	0.075			1.138	0.438	1 1/8	2 1/4	
18"	0.109	0.079	0.079	0.075	0.079	0.106	1.087		2	2 1/2	
21"	0.109	0.079	0.079	0.075	0.079	0.106			2 1/4	2 3/4	
24"	0.109	0.079	0.079	0.075	0.079	0.106	0.921		2 1/2	3	3 3/4
27"	0.109	0.079	0.079	0.105					2 5/8	3 1/4	4
30"	0.109	0.079	0.079	0.105	0.110	0.134	0.760		2 3/4	3 1/2	4 1/4
33"	0.109	0.079	0.079	0.105					2 1/8	3 3/4	4 1/2
36"	0.109	0.079	0.079		0.110	0.134	0.594		3	4	4 3/4
36" (1)			0.079	0.075							
42"	0.138	0.109	0.109				0.551		3 1/2	4 1/2	5 1/4
42" (1)			0.079	0.105	0.110						
48"	0.138	0.109	0.109				0.492		4	5	5 3/4
48" (1)			0.079	0.105	0.110						
54"	0.168	0.138	0.138						4 1/2	5 1/2	6 1/4
54" (1)			0.079	0.105	0.110						
60"	0.168	0.138	0.138						5	6	6 3/4
60" (1)			0.079	0.105	0.110						
66" (1)			0.079	0.135					5 1/2	6 1/2	7 1/4
72" (1)			0.109	0.135					6	7	7 3/4
78" (1)			0.109	0.164					7 1/2	7 1/2	8 1/4
84" (1)			0.109	0.164					8	8	8 3/4

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum Pipes and 3" x 1" or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger metal gages.

M218 = zinc coated (galvanized) corrugated steel pipe  
M274 = aluminum coated (type 2) corrugated steel pipe  
M246 = polymer pre-coated galvanized corrugated steel pipe  
Fiber Bonded = M.D.O.T. Spec. 707.04  
M197 = Corrugated Aluminum Alloy Pipe  
M278 = Polyvinyl Chloride Pipe

M170 = Reinforced Concrete Pipe  
M294 = High Density Polyethylene Pipe

(A) Option I, M274 can be used for closed drainage Option III Pipe  
(B) Spiral Rib Type 1R can be used for Smoothlined Pipe

**ATTACHMENT C  
COUPLING BAND WIDTH REQUIREMENTS**

Nominal Corrugation (Inches)	Nominal Pipe Inside Diameter	Coupling Band Width (Inches)			
		Annular Corrugated Bands		Helically Corrugated Bands	
		M 196	M 36	M 196	M 36
1 1/2 X 1/4	6	10 1/2	10 1/2	7	7
2 2/3 X 1/2	12 - 84	10 1/2	10 1/2		
3 X 1	30 - 84	12	12		
5 X 1	36 X 84		20		

Helically corrugated pipe 12" diameter and larger shall have the ends rerolled to provide at least two annular corrugations.

Pipe with spiral corrugations shall have continuous helical lock seams

M 196 = Corrugated Aluminum Alloy Pipe

M 36 = Corrugated Steel Pipe

**TYPES B & C UNDERDRAIN PIPE**

Metal Pipe				Plastic Pipe Stiffness @ 5% Deflection			
Nominal Wall Thickness (Inches)				PVC Pipe		Polyethylene Pipe	
Diameter	M 218	M 274 M 246	M 197	M 278	ASTM F 949	M 294 SP Dual-Wall Unanchor	M 252 SP Dual-Wall Unanchor
Type "B" 6	0.064	0.052	0.048	46	50		60
Type "C" 12	0.079	0.064	0.075	46		50	
15	0.079	0.064	0.075	46		42	
18	0.079	0.064	0.075			40	
21	0.079	0.064	0.075				
24	0.079	0.064	0.075			40	
30	0.109	0.079	0.105				
36	0.109	0.079	0.105				

Coated Steel Pipe	Equivalents (Inches)
18 Gage =	0.052
16 Gage =	0.064
14 Gage =	0.079
12 Gage =	0.109
10 Gage =	0.138
8 Gage =	0.168

Aluminum Pipe	Equivalents (Inches)
18 Gage =	0.048
16 Gage =	0.06
14 Gage =	0.075
12 Gage =	0.105
10 Gage =	0.135
8 Gage =	0.164

## **HIGH-STRENGHT STEEL REINFORCED HDPE CULVERTS**

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts (as applicable) of the following type:

*High Strength Steel Reinforced High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe.

### **MATERIALS.**

- a) High Strength Steel Reinforced High-Density Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M-294,
- b) Bell and Spigot connections for high density polyethylene pipe shall be of a joint with an O-ring rubber gasket placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Polyethylene to Polyethylene connections for shall be of a coupler that is screwed on to both pipe ends to make continuous.
- d) Pipe shall be supplied in 20' and 24' lengths.
- e) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

## Appendix C

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**COST RESPONSE**

**RFQ # 17A 200113-207**

**Culverts, Metal, HDPE, Reinforced HDPE, Tri-State ME, NH, VT**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

All bids must include **RFQ 17A 200113-207 Bid Prices** Sheet in EXCEL format. Bid price sheets submitted in any other format may be rejected. Bid sheets cannot contain formulas or information linked to other pages.

All bids must have a bid price (Unit Price) entered into the VSS. The price must be filled in using numbers and a decimal point only. **Please enter 0.00**

**Appendix D**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17A 200113-207  
Culverts, Metal, HDPE, Reinforced HDPE, Tri-State ME, NH, VT**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_\_ Yes

\_\_\_\_\_ Yes, with conditions as follows:

\_\_\_\_\_ No

**Name of Company:**

---

**Address:**

---

**Signature:**

---

**Date:**

---



**STATE OF VERMONT**  
**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION**  
**CERTIFICATION**

**TOWNS AND SCHOOLS:** Provisions for the purchase of supplies, materials, and equipment for Towns, Schools, Political Subdivisions, and Independent Colleges of the State of Vermont.

1. Bidder agrees to furnish the products identified in this response to the political subdivisions of the State of Vermont at the same prices, terms and conditions as are quoted in this response?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If no, kindly outline below the prices, terms, and conditions under which Bidder will agree to supply these needs to the political subdivisions of the State of Vermont.

\_\_\_\_\_

2. Bidder agrees to furnish the products identified in this response to the independent colleges of the State of Vermont at the same prices, terms and conditions as are quoted in this response?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs to the independent colleges of the State of Vermont.

\_\_\_\_\_

It should be noted that if Bidder agrees to extend the State's contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

**Name of Company:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## Appendix E

### STATE OF NEW HAMPSHIRE 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.

## Appendix F

### STATE OF VERMONT

#### STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own

expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of

this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the

Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due

the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.