

STATE OF NEW HAMPSHIRE  
Dept. Of Administrative Services  
Bureau Of Purchase And Property  
State House Annex  
Concord, New Hampshire 03301

Date: February 5, 2020

Notice of Contract

For: U-Channel Sign Posts & Delineators Galvanized

CONTRACT NO.: 8002653

Commodity Code: 570-0000

Vendor: Chemung Supply Corp. VDR# 164728  
PO Box 527 – 2420 Corning Rd  
Elmira, NY 14902

Contact: Carl Perine  
Telephone: 800-733-5508  
Email: [cperine@chemungsupply.com](mailto:cperine@chemungsupply.com)

Effective From: February 1, 2020 through January 31, 2022

Terms: Net 30

Delivery Time: Within 20 business days of order placement

F.O.B.: Destination

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

Minimum Order: No Minimum Order

PAYMENT: Payments shall be made via ACH Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Questions: Laura Ingram, Purchasing Agent  
(E) [Laura.Ingram@DAS.nh.gov](mailto:Laura.Ingram@DAS.nh.gov)  
(P) 603-271-2009

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

AUDITS AND ACCOUNTING:

The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract.

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

**USAGE REPORTING:**

The Contractor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance.

At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

**ESTABLISHMENT OF ACCOUNTS:**

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

**RETURNED GOODS:**

The Contractor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the Contractor.

**INVOICING:**

Invoicing shall be submitted to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the Contractor and agency (example: monthly invoice). Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and will be used for award purposes. During the term of contract, the state may purchase other items in relation to U-Channel & Delineator Posts from the Contractor's Balance of Product Line. All items ordered will include all shipping/charges as specified.

<b>Section II - U-Channel Posts, Galvanized</b>					
	\$ Cost/LBS.	\$ Cost/LBS.	\$ Cost/LBS.	\$ Cost/LBS.	\$ Cost/LBS.
	1-4,999	5,000-14,999	15,000-24,999	25,000-34,999	35,000+
2.00 Lbs.	\$ 0.92	\$ 0.90	\$ 0.88	\$ 0.85	\$ 0.82
2.50 Lbs.	\$ 0.92	\$ 0.90	\$ 0.88	\$ 0.85	\$ 0.82
3.00 Lbs.	\$ 0.92	\$ 0.90	\$ 0.88	\$ 0.85	\$ 0.82