

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

Date: 9/26/16

Bid No.: 70-17

Date of Bid Opening: 10/13/16

Time of Bid Opening: 11:00 AM EST

YOU MAY EMAIL YOUR BID TO ROBERT LAWSON AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

**BID INVITATION FOR: NUGUARD GUARDRAIL – SUPPLY ONLY**

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 70-17 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_ (Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Form P31-A

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes 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 opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid opening, unless otherwise specified in the RFB timeline. 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 opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## 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.
- 6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
- 7. PERSONNEL.**
  - 7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of 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 Vendor, 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. 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.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**BID INVITATION FOR:  
NUGUARD GUARDRAIL - SUPPLY ONLY**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) in the form of a purchase order(s) for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This will be a one-time order with delivery required F.O.B. Destination, to the locations indicated in this bid invitation.

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

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

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**TIMELINE:**

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

9/27/2016	Bid Solicitation distributed on or by
10/5/2016	Last day for questions, clarifications, and/or requested changes to bid
10/13/2016	11:00 (EST) AM Bid Opening
10/31/2016	Estimated Notification(s) of Award to apparent low bidder/s

**GOVERNING TERMS AND CONDITIONS:**

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

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

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

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

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

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

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

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

#### **VENDOR CERTIFICATIONS:**

All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. **Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.**

Questions must be submitted by E-mail to Robert Lawson at the following address: [robert.lawson@NH.Gov](mailto:robert.lawson@NH.Gov).

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

**WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than one year from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**BID PRICES:**

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

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

**INVOICING:**

Entire order must be billed in a single invoice. No partial payments will be made.

**PAYMENT:**

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

**AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing>.

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

**TERMINATION:**

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

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

SEE DELIVERY LISTING LATER IN BID

**REQUISITION NO.:** #170729

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten 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 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 successful Vendor.

**SPECIFICATION COMPLIANCE:**

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all products and equipment offered by the Vendor must be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration products and equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

**OFFER:**

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price(s):

**SEE ATTACHED SPREADSHEET**

**Delivery Time:**

Successful Vendor agrees to complete delivery of items no later than December 15, 2016, however delivery will be accepted sooner. Prices offered must include all products and delivery costs.

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	
_____		
Vendor Address		

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

# General Specifications for All Guard Rail & Parts:

Link below to the 2016 Edition NHDOT Standard Specifications for Road & Bridge Construction, Section 606:

<http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm>

Link Below to NHDOT Standard Plans for Road & Bridge Construction:

<http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/index.htm>

*(All links to follow represent updates since 2010 and 2016.)*

## Steel Beam Guardrail and Parts

Standard Plans/Drawings:

Mid-Splice - [http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010\\_gr\\_1.pdf](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010_gr_1.pdf) ,

Steel Posts –

[http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010\\_gr\\_2.pdf](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010_gr_2.pdf) ,

Wood Posts - [http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010\\_gr\\_2a.pdf](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/2010_gr_2a.pdf)

Memo with additional direction -

[http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/gr\\_1\\_gr\\_2\\_gr\\_2a\\_revised\\_08282105.pdf](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/gr_1_gr_2_gr_2a_revised_08282105.pdf)

## NU-GUARD SPECIAL PROVISION

### AMENDMENT TO SECTION 606 -- GUARDRAIL

- Item 606.015X1 – Steel Posts (Nu-Guard-31), \_'-\_” with Hardware**
- Item 606.015X8 – Furnish Steel Posts (Nu-Guard-31), \_'-\_” with Hardware**
- Item 606.1258 – Nu-Guard Transition Segment**
- Item 606.1580X – Beam Guardrail, \_'-\_” Steel Posts (Nu-Guard-31)**
- Item 606.15849 - Temp. Beam Guardrail, Steel Posts (Nu-Guard-31)**
- Item 606.25808 – Double-Faced Beam Guardrail, Steel Posts (Nu-Guard-31)**
- Item 606.25848 –Double-Faced Beam Guardrail, Steel Posts (Nu-Guard-31) (3’-1 ½” Spacing)**
- Item 606.25899 – Temp. Double Faced Beam Guardrail, 7.5’ Steel Posts (Nu-Guard-31)**

This special provision provides for pay items for Nu-Guard-31 Guardrail and neither amends nor modifies the provisions of this section except as noted below.

**Add** to Materials:

**2.15 Nu-Guard Guardrail.** Materials/components required for Nu-Guard-31 installations shall be as required by manufacturer. See plans for more information.

**2.15.1** Temporary Nu-guard guardrail shall be new or like-new, as approved by the Engineer.

**Add** to Construction Requirements:

**3.10 Nu-Guard Guardrail.** Construction requirements for Nu-Guard Guardrail shall be as required by manufacturer. Contact Manufacturer for a current copy of the Installation Manual. Provide a copy of the installation manual to the Engineer for documentation, prior to beginning guardrail installation.

**3.10.1** For furnished components of Nu-Guard Guardrail, the unassembled components and hardware shall be delivered packaged as furnished by the manufacturer, including Installation Manual. Contact person and/or location for delivery shall be provided in the Prosecution of Work.

**Add** to Method of Measurement:

**4.7** Furnishing of guardrail components, as specified, will be measured by the each, as specified in the plans, or as directed.

**Add** to Basis of Payment:

**5.9** The accepted quantity of furnishing guardrail components, as specified, will be paid for at the contract unit price per unit, furnished and delivered as specified.

**5.9.1** Installation and removal of temporary guardrail will be subsidiary to the item.

**Add** to pay items and units:

606.01571	Steel Posts (Nu-Guard-31), 6'-6" with Hardware	Each
606.01578	Furnish Steel Posts (Nu-Guard-31), 6'-6" with Hardware	Each
606.01581	Steel Posts (Nu-Guard-31), 7'-6" with Hardware	Each
606.01588	Furnish Steel Posts (Nu-Guard-31), 7'-6" with Hardware	Each
606.01591	Steel Posts (Nu-Guard-31), 9'-6" with Hardware	Each
606.1258	Nu-Guard Transition Segment	Linear Foot
606.15806	Beam Guardrail, 8'-6" Steel Posts (Nu-Guard-31)	Linear Foot
606.15807	Beam Guardrail, 9'-6" Steel Posts (Nu-Guard-31)	Linear Foot
606.15808	Beam Guardrail, Steel Posts (Nu-Guard-31)	Linear Foot
606.15809	Beam Guardrail, 7'-6" Steel Posts (Nu-Guard-31)	Linear Foot
606.15849	Temp. Beam Guardrail, Steel Posts (Nu-Guard-31)	Linear Foot
606.25808	Double-Faced Beam Guardrail, Steel Posts (Nu-Guard-31)	Linear Foot
606.25848	Double-Faced Beam Guardrail, Steel Posts (Nu-Guard-31) (3'-1 1/2" Spacing)	Linear Foot
606.25899	Temp. Double-Faced Beam Guardrail, 7.5' Steel Posts (Nu-Guard 31)	Linear Foot

## **Guardrail EAGRT Units**

### **AMENDMENT TO SECTION 606 -- GUARDRAIL**

**Item 606.1254 - Beam Guardrail (Terminal Unit Type EAGRT, TL 3) (Steel Post)**

**Item 606.1255 - Beam Guardrail (Terminal Unit Type EAGRT, TL 2) (Steel Post)**

**Item 606.12551 - Beam Guardrail (Terminal Unit Type EAGRT, TL 2 – 25') (Steel Post)**

**Item 606.1454 - Beam Guardrail (Terminal Unit Type EAGRT, TL 3)**

**Item 606.1455 - Beam Guardrail (Terminal Unit Type EAGRT, TL 2)**

**Amend** 2.12.1 as follows:

**2.12.1** Terminal unit EAGRT shall be an energy absorbing tangent type end unit selected from one of the following (Test Level 3 shall be a fixed-head or through-anchored-head energy absorbing tangent type end unit, no substitutions allowed):

Terminal Name	Manufacturer and/or US Distributor	Test Level
Trend®350 Tangent	Trinity Highway Products, LLC	TL2 / TL3
X-LITE®	Lindsay Corporation/Barrier Systems, Inc.	TL 3
Softstop®	Trinity Highway Products, LLC	TL 2 / TL 3
X-Tension™	Lindsay Corporation/Barrier Systems, Inc.	TL 3
SKT-SP	Road Systems, Inc.	TL 2 <u>Only</u>

**2.12.1.1** The EAGRT shall be FHWA eligible and meet the NCHRP 350 test level required, at a minimum. MASH certification of a terminal for the same or greater test level meets the NCHRP 350 requirement.

**2.12.1.2** The EAGRT designated “TL 2 – 25” shall be a FHWA eligible, minimum NCHRP 350, Test Level 2 EAGRT unit 25’ in length or less.

**Add** to 3.3 the following:

**3.3.3** The first 12.5’ of the EAGRT unit is assumed gating and the length of need begins at the 3<sup>rd</sup> post. In addition, the Test Level 3 EAGRT is assumed to require a 50 foot length and the Test Level 2 EAGRT is assumed require a 37.5 foot length. If a terminal of a length other than indicated is selected, or the gating length is other than indicated, then extend or shorten the rail run to maintain the coverage of length-of-need redirective rail. Refer to the FHWA website

([http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=cushions](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=cushions)) for the Letters of Acceptance (Eligibility) indicating the beginning of length-of-need for the terminals.

**3.3.4** The EAGRT terminal unit designated “TL 2 – 25” shall only be installed in specific situations as shown on the plans or as ordered by the Engineer.

**Add** to 4.1:

**4.1.4** Any additional standard rail required to maintain the coverage of the length-of-need (Section 3.3.3) for an EAGRT will not be measured.

**Add** to 5.1:

**5.1.2** Any additional standard rail required to maintain the coverage of the length-of-need (Section 3.3.3) will be subsidiary to the EAGRT unit.

**Revise** item numbers to read:

606.1254	Beam Guardrail (Terminal Unit Type EAGRT, TL3) (Steel Post)	Unit
606.1255	Beam Guardrail (Terminal Unit Type EAGRT, TL2) (Steel Post)	Unit
606.12551	Beam Guardrail (Terminal Unit Type EAGRT, TL2 – 25’) (Steel Post)	Unit
606.1454	Beam Guardrail (Terminal Unit Type EAGRT, TL3)	Unit
606.1455	Beam Guardrail (Terminal Unit Type EAGRT, TL2)	Unit

**Dimensions:** Per attached Drawing Nos. SS-151, SS-152, and SKT-S-US.

**Type:** Terminal end unit (EAGRT) components shall include guardrail extruder end section, bearing plate, assembly cable, angle strut, cable anchor, and all ancillary nuts, bolts, washers, and fasteners. EAGRT units shall be successfully tested to NCHRP Report 350 TL-3 criteria or equivalent.

Alternate end units shall be approved by NHDOT prior to bid and shall meet or exceed the specified criteria.

Contractor shall provide NHDOT with copies of manufacturers documents indicating satisfactory testing in accordance with NCHRP 350 and/or its subsequent revisions, or equivalent, and of approval by the FHWA for review and approval prior to delivery.

## **SECTION 606 --GUARDRAIL SPECIFICATIONS**

### **AMENDMENT TO SECTION 606 -- GUARDRAIL**

- Item 606.18001 – 31” W-Beam Guardrail with 8” Offset Block (Steel Post)**
- Item 606.18011 – 31” W-Beam Guardrail with 8” Offset Block (8’ Steel Post)**
- Item 606.18021 – 31” W-Beam Guardrail with 8” Offset Blocks (9’ Steel Post)**
- Item 606.18041 – 31” W-Beam Guardrail with 8” Offset Block (11’ Steel Post)**
- Item 606.18\_ - 31” W-Beam Guardrail Long Span (\_’-\_)”**
- Item 606.184 – 31” W-Beam Guardrail (Reduced Post Spacing)**
- Item 606.28001– 31” Double Faced W-Beam Guardrail with 8” Offset Block (Steel Post)**

This special provision provides for the installation of guardrail with a mid-way splice. All requirements as set forth in the Standard Specifications are applicable except as modified or changed herein for these items only.

**Add** to Materials:

**2.14 31” W-Beam Guardrail.** Materials/components required for installation shall be as shown in the plans or as ordered.

**2.14.1 Long Span.** Refer to detail for offset block sizing.

**Add** to Construction Requirements:

**3.9 31” W-Beam Guardrail.** Construction requirements shall be as shown in the plans or as ordered.

**Add** to pay items and units:

606.18001	31” W-Beam Guardrail with 8” Offset Block (Steel Post)	Linear Foot
606.18011	31” W-Beam Guardrail with 8” Offset Block (8’ Steel Post)	Linear Foot
606.18021	31” W-Beam Guardrail with 8” Offset Block (9’ Steel Post)	Linear Foot
606.18041	31” W-Beam Guardrail with 8” Offset Block (11’ Steel Post)	Linear Foot
606.181	31” W-Beam Guardrail Long Span (12’-6”)	Unit
606.182	31” W-Beam Guardrail Long Span (18’-9”)	Unit
606.183	31” W-Beam Guardrail Long Span (25’)	Unit
606.184	31” W-Beam Guardrail (Reduced Post Spacing)	Linear Foot
606.28001	31” Double Faced W-Beam Guardrail with 8” Offset Block (Steel Post)	Linear Foot

**SEE ADDITIONAL SPECIFICATIONS AS ATTACHMENTS**

**DELIVERY LISTING**

NHDOT Bureau of Highway Maintenance

Requisition No. 170729  
Fiscal Year 2017

**NuGuard Terminal End Parts**

**BILL TO:**

Highway Maintenance  
New Hampshire Department of Transportation  
PO Box 483  
Concord NH 03302-0483

**NO BACK ORDER OR SPLIT DELIVERIES TO A MAINTENANCE DISTRICT.**

Call 48 hours in advance of delivery to each District location so staff may meet delivery truck with proper equipment to unload.

**Deliver To:**

FOB DESTINATION - Highway Maintenance Districts

<b>DISTRICT</b>	<b>DELIVERY LOCATION / CONTACT PERSON</b>	<b>TELEPHONE</b>
District 1	No Order	
District 2	No Order	
District 3	<b>Attn: Andrew Dame, Warehouse Supervisor</b> NHDOT District 3 Patrol Shed Warehouse 310 710 Whittier Highway (Route 25), Moultonborough NH 03254	603-524-6667 603-419-0810
District 4	No Order	
District 5	No Order	
District 6	<b>Attn: Michael Lavoie/Ken Mailhot, Maintenance Supervisors</b> NHDOT DISTRICT 6 Attn: Michael Lavoie or Ken Mailhot, Maintenance Supervisors District 6 Patrol Shed 605 Lee 65 Pinkham Road, Lee NH 03824	603-868-1133

## DELIVERY BY LOCATION

<b>DISTRICT 3</b>	
NU-GUARD Steel Posts (Nu-Guard), 6'-6"	100
NU-GUARD Steel Posts (Nu-Guard), 7'-6"	
NU-GUARD Steel Posts (Nu-Guard), 9'-6"	50
NU-GUARD 3.5[90] X 1/4[5] Washer	150
NU-GUARD 3.5" [90] Guardrail post bolt	150
NU-GUARD NUT (for 3.5" post hole bolt)	150

<b>DISTRICT 6</b>	
NU-GUARD Steel Posts (Nu-Guard), 6'-6"	100
NU-GUARD Steel Posts (Nu-Guard), 7'-6"	100
NU-GUARD Steel Posts (Nu-Guard), 9'-6"	
NU-GUARD 3.5[90] X 1/4[5] Washer	
NU-GUARD 3.5" [90] Guardrail post bolt	100
NU-GUARD NUT (for 3.5" post hole bolt)	100

**RESPONSE TABLE**

<b>Line Item</b>	<b>Qty.</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	200	EACH	NU-GUARD Steel Posts (Nu-Guard), 6'-6"		
2	100	EACH	NU-GUARD Steel Posts (Nu-Guard), 7'-6"		
3	50	EACH	NU-GUARD Steel Posts (Nu-Guard), 9'-6"		
4	150	EACH	NU-GUARD 3.5[90] X 1/4[5] Washer		
5	250	EACH	NU-GUARD 3.5" [90] Guardrail post bolt		
6	250	EACH	NU-GUARD NUT (for 3.5" post hole bolt)		
				<b>TOTAL</b>	