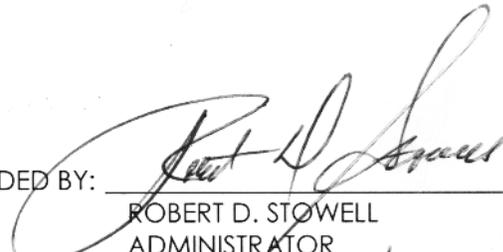
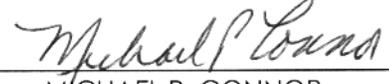
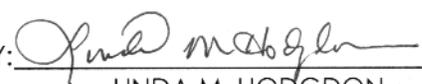


State of New Hampshire
Bureau of Purchase and Property
Approval Signature Page

CONTRACT: BITUMEN
CONTRACT #: 8001526
VENDOR: ALL STATES ASPHALT, INC.
VENDOR #: 161291

* * * * *

| | |
|---|---|
| PROPOSED BY: <u></u> KATIE E. DALEY PURCHASING AGENT PURCHASE & PROPERTY | RECOMMENDED BY: <u></u> ROBERT D. STOWELL ADMINISTRATOR PURCHASE & PROPERTY |
| DATE PROPOSED: <u>3/27/2014</u> | DATE RECOMMENDED: <u>3/27/14</u> |
| ENDORSED BY: <u></u> MICHAEL P. CONNOR DEPUTY COMMISSIONER DEPT. OF ADMIN. SERVICES | APPROVED BY: <u></u> LINDA M. HODGDON COMMISSIONER DEPT. OF ADMIN. SERVICES |
| DATE ENDORSED: <u>4/19/14</u> | DATE APPROVED: <u>4/17/14</u> |

NOTES: Per Bid 1606-14, this is replacing contract # 8000892.

Over 30 bidders were notified of this bidding opportunity, yet only one bid. A cost analysis of the previous bid prices (from 2011) and the current bid prices shows an increase of 14%.

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capital Street, State House Annex
Concord, NH 03301-6398

Date: 3/5/14
Bid No.: 1606-14
Date of Bid Opening: 3/21/14
Time of Bid Opening: 2:00PM (EST)

YOU MAY EMAIL YOUR BID TO KATHLEEN DALEY AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: BITUMEN SUPPLY AND APPLY

[Insert name of signor] Alan L. Chicoine, on behalf of All States Asphalt, Inc. [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 #1606-14 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 [Signature] Authorized Signor's Title Division Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

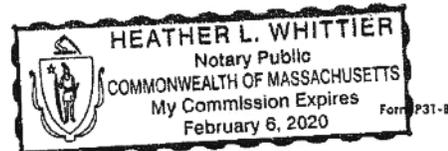
COUNTY: Franklin STATE: Massachusetts ZIP: 01354

On the 21st day of March, 2014, personally appeared before me, the above named Alan L. Chicoine, in his/her capacity as authorized representative of All States Asphalt, Inc. 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.

[Signature]
(Notary Public/Justice of the Peace) Heather L. Whittier

My commission expires: February 6, 2020 (Date)



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



All States Asphalt, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

March 21, 2014

Kathleen Daley
Purchasing Agent
State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, Room 102
State House Annex
Concord, NH 03301-6398

Dear Ms. Daley:

We are pleased to submit the following proposal for Bid No. 1606-14, Bitumen Supply and Apply.

We guarantee that all materials supplied and work done shall comply with the State of New Hampshire Department of Transportation Standard Specifications for Highways and Bridges.

We hope the attached will permit our being of service to you.

Very Truly Yours,

ALL STATES ASPHALT, INC.

Alan L. Chicoine
Division Manager

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.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

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 Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. 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 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 contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

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

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

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

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

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

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

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

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

**BID INVITATION FOR:
A CONTRACT FOR: BITUMEN SUPPLY AND APPLY**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by email to PRCHWEB@NH.GOV. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties, please call (603) 271-2201 and ask for an alternate source. IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

GOVERNING TERMS AND CONDITIONS:

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

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the 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 SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a 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 a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, 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 bid, 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.

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

ELIGIBLE PARTICIPANTS:

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

CONTRACT TERM:

The term of the contract shall be from the date of award through April 1, 2017, a period of approximately 3 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property up to a maximum of five years, with the approval of the Commissioner of the Department of Administrative Services.

TERMINATION:

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

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filling the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

CERTIFICATE OF INSURANCE:

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per occurrence or \$1,000,000.00 per occurrence with \$1,000,000.00 umbrella.
- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Vendor

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

Questions must be submitted by E-mail to Katie Daley at the following address: KATHLEEN.DALEY@NH.GOV

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

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.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: http://www.admin.state.nh.us/purchasing/bids_posteddate.asp.

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

ABILITY TO PROVIDE:

Successful Vendor must be capable of providing each State of New Hampshire agency and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING PROCEDURE:

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

AUDITS AND ACCOUNTING:

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

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

ESTIMATED CONTRACT VALUE:

The annual value of the contract is estimated to be \$320,000.00. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

DELIVERY TIME:

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within five (5) working days from the placement of the order.

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

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any

shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:

The successful 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 five 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 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.

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

WARRANTY REQUIREMENTS:

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

CONTRACT AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per district from Table 1. Table 2 will not be considered in the award but pricing entered will be honored. 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 Contract (s).

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

PRICE ADJUSTMENT:

All material containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price for asphalt cement as furnished by the NHDOT Bureau of Materials and Research differs from the base price contained in the bid. When the monthly price differs from the base price, a contract adjustment will be made by subtracting the base price from the monthly price times the number of tons used. The price adjustment, as described herein, upwards or downwards, will be made to the base price, at the end of each month in which the work was accomplished.

The following equations shall be used to calculate the price adjustment:

Tons of AC = # of gallons/Conversion Factor

Price Adjustment (\$) = (Current Monthly Price - Base Price)*Tons of AC*Asphalt Factor

1. The **base price** of asphalt cement for this Contract is: **\$640** per ton. (February 14, 2014).
2. Refer to the Table below for the appropriate **Conversion Factor** based on the asphalt grade being used.
3. Refer to the Table below for the appropriate **Asphalt Factor** based on the asphalt grade being used.
4. The monthly price of asphalt cement will be furnished by the NHDOT Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

| Asphalt Grade | Asphalt Factor % | Conversion Factor (Gallons/Ton) |
|------------------------|------------------|------------------------------------|
| MS2/MS4 | 65% | 240 |
| SS-1/CSS-1 | 57% | 238 |
| RS-1/CRS-1 | 60% | 238 |
| CRS-2L | 65% | 238 |
| PG 58-28 W/ 18% Rubber | 82% | 235 |

Conversion Factor: Gallons of Liquid Asphalt = tons of liquid asphalt supplied @ 60 degrees F

POTENTIAL USES:

Some of the potential uses for these asphalt grades/products are listed in the Table below and may be used as a guide. There may be other uses for these products not listed here.

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| Asphalt Grade | Potential Uses |
|------------------------|---|
| MS2/MS4 | Cold mix with millings (PMRAP) or Virgin, FDR stabilization agent |
| SS-1/CSS-1 | Cold mix with millings (PMRAP) or Virgin, FDR stabilization agent |
| RS-1/CRS-1 | Tack coat for PMRAP, spot repairs, and pavement overlays |
| CRS-2L | Conventional emulsion based chip seals (single, double) |
| PG 58-28 W/ 18% Rubber | Asphalt rubber chip seals, asphalt rubber gap graded HMA |

PMRAP: Pug Mill Recycled Asphalt Pavement
FDR: Full Depth Reclamation (Reclaim)

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 the bid description from the successful Vendor's Balance of Product Line. All items ordered will include all shipping/charges as specified above in "Bid Prices".

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 equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

OFFER:

Vendor hereby offers to furnish and apply or mix Bitumen to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

ESTIMATED QUANTITIES

| PRODUCT | TOTAL ESTIMATED QUANTITY OVER CONTRACT DURATION (GALLONS) ⁽¹⁾ | | | | | | |
|---------------------------|--|------------|------------|------------|------------|------------|-----------|
| | District 1 | District 2 | District 3 | District 4 | District 5 | District 6 | Turnpikes |
| MS2/MS4 | 100,000 | -0- | 100,000 | 500,000 | -0- | -0- | -0- |
| SS-1/CSS-1 | -0- | -0- | -0- | 10,000 | -0- | -0- | -0- |
| RS-1/CRS-1 ⁽²⁾ | 1,080 | 1,080 | 1,080 | 1,080 | 1,080 | 1,080 | 1,080 |
| CRS-2L | -0- | -0- | -0- | 50,000 | -0- | -0- | -0- |
| PG58-28 W/ 18% Rubber | -0- | -0- | 50,000 | -0- | -0- | -0- | -0- |

Notes:

1. These are estimated quantities. Actual purchased quantities could be lower or higher.
2. RS-1/CRS-1 "tack coat" will be delivered on pallets containing thirty-six (36) 5-gallon pails for a total of 180 gallons.

TABLE 1
DELIVERED PRICES FOR QUANTITIES UPTO 50,000 GALLONS⁽¹⁾

| PRODUCT | District 1 | District 2 | District 3 | District 4 | District 5 | | District 6 |
|--------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | | | | Bedford | Hooksett | |
| | Price per Gallon ⁽²⁾ |
| MS2/MS4 ⁽³⁾ | \$ 3.44 | \$ 3.44 | \$3.40 | \$ 3.40 | \$3.40 | \$3.40 | \$3.40 |
| SS-1/CSS-1 ⁽³⁾ | \$3.24 | \$3.24 | \$3.19 | \$ 3.19 | \$3.19 | \$3.19 | \$ 3.19 |
| RS-1/CRS-1 ⁽⁴⁾ | \$7.50 | \$ 7.50 | \$7.00 | \$7.00 | \$ 7.00 | \$7.00 | \$7.00 |
| CRS-2L ⁽⁵⁾ | \$3.36 | \$3.36 | \$3.32 | \$ 3.32 | \$3.32 | \$3.32 | \$ 3.32 |
| PG58-28 W/ 18% Rubber ⁽⁵⁾ | \$5.55 | \$ 5.55 | \$5.50 | \$ 5.50 | \$5.50 | \$ 5.50 | \$5.50 |

Notes:

1. Total quantity of product purchased and delivered at one-time (per project).
2. Although some of the "Est. Qty" fields are estimated to be "0", please fill in all "Offer Price per Gallon" fields, in the event that changes are made.
3. The bid price shall also include the cost to furnish and operate the portable Pug Mill Plant.
4. RS-1/CRS-1 "fack coat" will be delivered on pallets containing thirty-six (36) 5-gallon pails for a total of 180 gallons.
5. The bid price shall also include the cost to furnish and operate the distributor truck.

TABLE 2
DELIVERED PRICES FOR QUANTITIES IN EXCESS OF 50,000 GALLONS⁽¹⁾

| PRODUCT | District 1 | District 2 | District 3 | District 4 | District 5 | | District 6 |
|--------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | | | | Bedford | Hooksett | |
| | Price per Gallon ⁽²⁾ |
| MS2/MS4 ⁽³⁾ | \$3.38 | \$3.38 | \$3.34 | \$3.34 | \$3.34 | \$ 3.34 | \$ 3.34 |
| SS-1/CSS-1 ⁽³⁾ | \$3.18 | \$3.18 | \$3.13 | \$ 3.13 | \$3.13 | \$3.13 | \$3.13 |
| RS-1/CRS-1 ⁽⁴⁾ | \$7.40 | \$ 7.40 | \$6.90 | \$6.90 | \$6.90 | \$ 6.90 | \$6.90 |
| CRS-2L ⁽⁵⁾ | \$3.30 | \$ 3.30 | \$3.26 | \$3.26 | \$ 3.26 | \$ 3.26 | \$ 3.26 |
| PG58-28 W/ 18% Rubber ⁽⁵⁾ | \$5.45 | \$ 5.45 | \$5.40 | \$5.40 | \$5.40 | \$ 5.40 | \$ 5.40 |

Notes:

1. Total quantity of product purchased and delivered at one-time (per project).
2. Although some of the "Est. Qty" fields are estimated to be "0", please fill in all "Offer Price per Gallon" fields, in the event that changes are made.
3. The bid price shall also include the cost to furnish and operate the portable Pug Mill Plant.
4. RS-1/CRS-1 "fack coat" will be delivered on pallets containing thirty-six (36) 5-gallon pails for a total of 180 gallons.
5. The bid price shall also include the cost to furnish and operate the distributor truck.

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

All Department of Transportation Districts and Bureau of Turnpikes offices as follows:

District 1 - Lancaster, NH

District 2 - Enfield, NH

District 3 - Gilford, NH

District 4 - Swanzey, NH

District 5 - Bedford, NH
- Hooksett, NH (Bureau of Turnpikes)

District 6 - Durham, NH
See attached NH District Map for clarification.

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:

| | | |
|---------------------------------|-------------------------|----------------------------|
| <u>Alan L. Chicoine</u> | <u>413-665-7021</u> | <u>800-343-9620</u> |
| Contact Person | Local Telephone Number | Toll Free Telephone Number |
| <u>413-665-9027</u> | <u>asphalt@asmg.com</u> | <u>www.asmg.com</u> |
| Fax Number | E-mail Address | Company Website |
| <u>All States Asphalt, Inc.</u> | | <u>01-965-9408</u> |
| Vendor Company Name | | DUNS # |

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:
NH District Map

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

GENERAL CONDITIONS FOR FURNISHING AND APPLYING OR MIXING ASPHALTS AND EMULSIONS

1. The estimated current year requirements are listed on Attachment A under estimated gallons. The State reserves the right to increase or decrease any or all quantities, also the right to use for experimental purposes material from another vendor than that name in this contract.
2. The contractor shall furnish as many properly equipped distributor trucks as may be required by the State. Each pressure distributor shall conform to the requirements of the New Hampshire Motor Vehicle Department and shall be constructed to meet the following requirements:

- (A) It shall contain suitable mechanical circulating and heating appliances that will provide a uniform approved temperature of the entire mass of the material.
- (B) It shall be capable of applying bitumen in accurately measured quantities at any rate from 0.10 gallons to 2.09 gallons per square yard of road surface with any length of spray bar ordered to a maximum of 18 feet and maintaining a uniform rate of destruction for the entire load regardless of change in gradient or direction of the road.
- (C) The design and size of the spray nozzles and construction of the pressure system shall provide a sufficient and uniform fan-shaped spray throughout the entire length of the spray bar at all times while operating, which spray will uniformly and completely cover the portion of road surface receiving the application.
- (D) It shall be so constructed that spraying operations can be started instantly with full force and uniform volume throughout the length of the spray bar and can be stopped instantly without dribbling.
- (E) Each distributor shall be equipped with the following:

A radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring gallons applied and distance traveled.

A thermometer so placed that it will register accurately the temperature of the tank contents.

A measuring stick graduated in gallons.

A strainer in the discharge line to prevent clogging.

Submerged sampling valve in all distributors and tanker so installed that a sample can be obtained from the middle third of the loaded vehicle.

3. The Contractor shall furnish and operate a Portable Pug Mill Plant for the MS2/MS4 and SS-1/CSS-1 products for the production of PMRAP cold mix. The bid price shall include the cost to furnish and operate the Pug Mill Plant. The mixing plant shall be of sufficient capacity and equipped to adequately handle the proposed construction. Either a continuous pug mill mixer or a continuous drum type mixing plant shall be used. The mixing plant shall be equipped with belt scales to accurately proportion the additives by mass, adjusted by moisture content of the processed recycled asphalt pavement stockpile. The belt scale will be checked for

calibration at each new location prior to mix production, and shall be checked for accuracy weekly, or as often as required to maintain proper material percentages. The belt scale calibration shall be verified daily prior to mixing. Each scale check and adjustment made to accurately measure material production shall be recorded in the contractors' production logbook.

The cement hopper, silo feed, or other cement introduction systems shall be readily adjusted to meet the percentages required by the JMF. Mathematical yield calculations will be required daily to ensure the setup provides the target cement percentage. Adjustments the feed setup will be required if actual cement usage deviates from the desired percentage. The plant shall be operated at a production rate so as to provide a uniform, well-mixed product. Adjustments made to maintain additive percentages shall be recorded in the contractors' production logbook.

All yield calculations for emulsion, cement (if used), and water will be recorded in a in a daily production logbook to be maintained by the Contractor, and presented to the State upon request.

4. An approximate schedule of the dates of application and shipping points will be furnished to the contractor at the time of beginning work.
5. In ordering the bitumen, the grade required and whether with or without latex modifier, will be specified. All material shall conform to the specifications for the particular grade of bitumen required. Upon request and as frequently as the State may direct, the contractor shall file a certificate with the State giving complete information relative to the source of manufacture of the material furnished. Material meeting the detailed requirements of the specifications but showing unsatisfactory performance on the road shall be replaced by the contractor at no expense to the State.
6. Bid may be rejected if they show additions not called for or irregularities of any kind. Previous to the award to any low bidder, the State may require proof of such bidder's ability to properly fulfill and perform the contract to the satisfaction of the State.
7. Each vehicle used in transporting asphalt shall be weighed before and after loading and the difference in weights used as the basis for computing pay quantities. A copy of the original weight slip shall be delivered with each truck shipment. The vendor shall show on this slip the plant and tank number from which the material was obtained together with the grade of the material and the percent of anti-stripping additive, if any. Weight slips showing "part load on" must be accompanied by additional evidence showing the above information regarding the material remaining in the truck from the previous load. Any material remaining from the work shall be weighed and credit given by the vendor. Railroad car weights will be accepted as the basis for computing pay quantities only when the loaded car is weighed over truck scales. The quantity to be paid for will be the number of gallons measured to the nearest hundredth (0.1) of a gallon. The aforementioned Conversion Factors may be used to convert from tons to gallons or vice versa corrected to 60°F in accordance with ASTM D 1250 for asphalt.
8. The contractor will be exempt from any penalty for failure to deliver materials under the contract when such failure result from the contractor's inability to secure material or equipment as a result of federal or state priority orders or regulations, strikes, or conditions over which the contractor has no control. Exemption from penalties will only be considered when the contractor has furnished sufficient proof that the failure to comply with terms in this contract was due to conditions stated above.
9. The contractor agrees to furnish a list of asphalt distributors and portable pug mill plants that can provide a minimum order of 8,000 gallons of asphalt.
10. Sampling and Testing:
During the period when large quantities of bitumen are being shipped, the contractor shall submit a one-quart sample to the laboratory, daily, of each grade of bitumen furnished that day. The sample shall be taken at the point of loading, shall truly represent the day's shipments and shall be identified as to date, grade and source. These samples shall be taken at the contractor's expense. The State will take representative samples of the material being received. The samples will be tested according to the latest standard methods of AASHTO, ASTM and the special tests described herein.
11. PG 58-28 with 18% rubber: The base asphalt shall have a neat PG Grading of PG 58-28. PG 64-28 may not be substituted for PG 58-28. The physical requirements for the asphalt-rubber binder shall conform to ASTM D 6114 type II specifications. The minimum percentage of granulated rubber is 18% by weight of total asphalt-rubber binder.

Rubber for use in the asphalt-rubber binder shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent caking or sticking of the particles together. The rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the base asphalt. The reclaimed vulcanized rubber shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding process and the specific gravity of the reclaimed vulcanized ground rubber shall be not less than 1.10, nor greater than 1.20. The granulated rubber shall meet the following gradation.

| <u>Sieve Size</u> | <u>% Passing</u> |
|-------------------|------------------|
| #10 | 100 |
| #16 | 90-100 |
| #30 | 25-100 |
| #80 | 0-20 |

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 1/8". The rubber shall be accepted by certification from the rubber supplier.

The method and equipment for combining the rubber and base asphalt shall be so designed and accessible that the percentage by weight for each material being incorporated into the mixture can be determined. Equipment utilized in the production and proportioning of asphalt-rubber binder shall include the following:

- An asphalt heating tank or heat exchanger with hot oil heat transfer to heat the base asphalt to the necessary temperature before blending with the granulated rubber. This unit shall be equipped with a thermostatic heat control device.
- A mechanical blender for proper proportioning and thorough mixing of the base asphalt and rubber. This unit shall have both an asphalt totalizing meter (gallons or liters) and a flow rate meter (gallons per minute). An asphalt-rubber binder storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and rubber.

12. Latex Modifier for CRS-2L: The emulsified asphalt shall be a CRS-2 (3% Latex Rubber Solids by weight of asphalt cement). The emulsified asphalt latex additive shall be Butonol NX 1138 or equivalent conforming to the following specifications:

| | |
|-----------------------------------|---------------|
| Monomer Ratio (Butadiene/Styrene) | {76 ±2/24 ±2} |
| Solids, min % | 63 |
| pH of Latex | 4.1 – 4.5 |
| Brookfield Viscosity | 250-2000 |
| Density, pounds per gallon | 7.8 ±0.2 |

The manufacturer of the latex shall provide a Certificate of Analysis for the results of the above noted tests. The latex modified emulsion (CRS-2L) shall meet the requirements of AASHTO M208 Table 1 as shown below modified as follows:

- Distillation residue: 65% (min.) including the 3% Latex Rubber Solids; and
- Penetration, 25°C (77°F), 100 g, 5 s: 90-160.

13. All Other Emulsions: The emulsified asphalt grades for MS2/MS4, SS-1/CSS-1, and RS-1/CRS-1 shall meet the requirements of Table 1 and Table 2 as shown below.

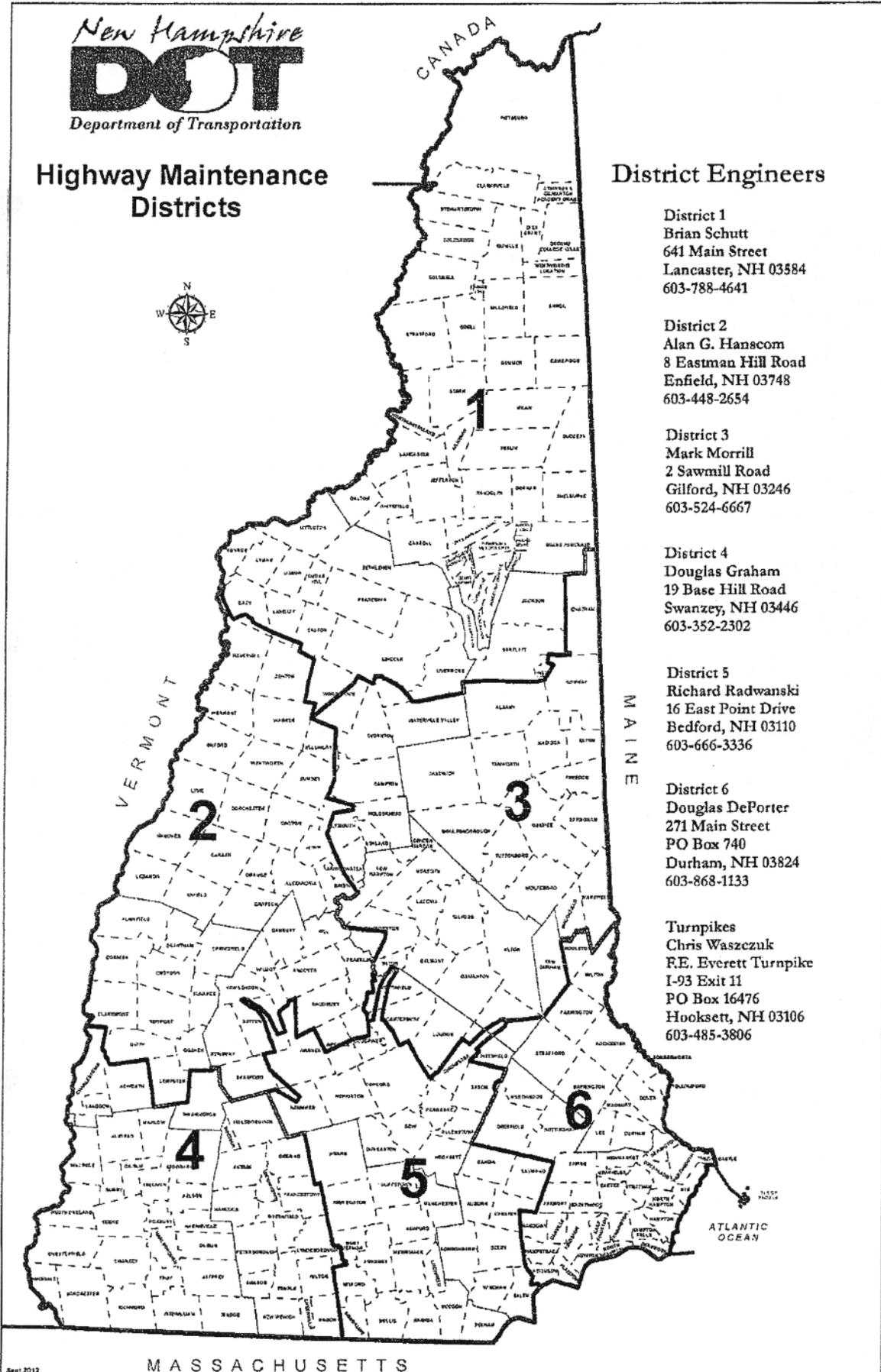
Table 1- Requirements and Typical Applications for Cationic Emulsified Asphalt*

| Type Grade | Rapid-Setting | | | | Medium-Setting | | Slow-Setting | |
|---|---------------|----------|-------|----------|----------------|----------|--------------|----------|
| | CRS-1 | | CRS-2 | | CMS-2 | | CSS-1 | |
| | Min | Max | Min | Max | Min | Max | Min | Max |
| Test on emulsions: | | | | | | | | |
| Viscosity, Saybolt Furol at 77°F (25°C), s | | | | | | | 20 | 100 |
| Viscosity, Saybolt Furol at 122°F (50°C), s | 20 | 100 | 100 | 400 | 50 | 450 | | |
| Storage stability test, 24-h % | | 1 | | 1 | | 1 | | 1 |
| Demulsibility, 35 mL, 0.8% | | | | | | | | |
| Sodium dioctyl sulfosuccinate, % | 40 | | 40 | | | | | |
| Coating, ability and water resistance: | | | | | | | | |
| Coating, dry aggregate | | | | | | Good | | |
| Coating, after spraying | | | | | | Fair | | |
| Coating, wet aggregate | | | | | | Fair | | |
| Coating, after spraying | | | | | | Fair | | |
| Particle charge test | | Positive | | Positive | | Positive | | Positive |
| Sieve test, % | | 0.1 | | 0.1 | | 0.1 | | 0.1 |
| Cement mixing test, % | | | | | | | | 2.0 |
| Distillation: | | | | | | | | |
| Oil distillate, by volume of emulsion, % | | 3 | | 3 | | 12 | | |
| Residue, % | 60 | | 65 | | 65 | | 57 | |
| Tests on residue from distillation test: | | | | | | | | |
| Penetration, 77°F (25°C), 100 g, 5 s | 100 | 250 | 100 | 250 | 100 | 250 | 100 | 250 |
| Ductility, 77°F (25°C), 5 cm/min, cm | 40 | | 40 | | 40 | | 40 | |
| Solubility in trichloroethylene, % | 97.5 | | 97.5 | | 97.5 | | 97.5 | |

*Table 1 is taken from the 2013 33rd edition of AASHTO M 208-01 (ASTM D 2397-02)



Highway Maintenance Districts



District Engineers

District 1
 Brian Schutt
 641 Main Street
 Lancaster, NH 03584
 603-788-4641

District 2
 Alan G. Hanscom
 8 Eastman Hill Road
 Enfield, NH 03748
 603-448-2654

District 3
 Mark Morrill
 2 Sawmill Road
 Gilford, NH 03246
 603-524-6667

District 4
 Douglas Graham
 19 Base Hill Road
 Swanzey, NH 03446
 603-352-2302

District 5
 Richard Radwanski
 16 East Point Drive
 Bedford, NH 03110
 603-666-3336

District 6
 Douglas DePorter
 271 Main Street
 PO Box 740
 Durham, NH 03824
 603-868-1133

Turnpikes
 Chris Waszczuk
 F.E. Everett Turnpike
 I-93 Exit 11
 PO Box 16476
 Hooksett, NH 03106
 603-485-3806



All States Asphalt, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

CORPORATION CERTIFICATE TO ACTION

I, **Rebecca A. Bland**, do hereby certify:

THAT I am the Assistant Secretary of All States Asphalt, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Asphalt, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or **James P. Tudryn**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller**, **Alan L. Chicoine** and **James P. Tudryn** remain as authorized agents of the Corporation for such purposes, without exception.

Seal

ATTEST:

March 21, 2014

Date



Assistant Secretary – Rebecca A. Bland



All States Asphalt, Inc.

PO Box 91, Sunderland, MA 01375 • 413.665.7021

ALL STATES ASPHALT, INC., AND SUBSIDIARIES

It is the continuing policy of All States Asphalt, Inc., and Subsidiaries to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required by federal and state laws and regulations.

Equal employment opportunity applies to all personnel actions including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ALL STATES ASPHALT, INC., AND SUBSIDIARIES shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

STATE OF NEW HAMPSHIRE
 Dept. Of Administrative Services
 Div. Of Plant and Property Management
 Bureau of Purchase and Property
 State House Annex
 Concord, New Hampshire 03301

NOTICE OF CONTRACT

CONTRACT NO.: 8001526 **Date:** April 1, 2014

For: BITUMEN, SUPPLY AND APPLY

NIGP Code: 745-0000

Vendor: All States Asphalt, Inc. **Vendor #:** 161291 B001
 325 Amherst Road
 Sunderland, MA 01375

Tel.: No.: 413 665-7021
 Fax: No: 413 665-9027

Effective From: April 1, 2014 through March 31, 2017

TABLE 1
DELIVERED PRICES FOR QUANTITIES UPTO 50,000 GALLONS⁽¹⁾

| PRODUCT | District 1 | District 2 | District 3 | District 4 | District 5 | | District 6 |
|--------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | | | | Bedford | Hooksett | |
| | Price per Gallon ⁽²⁾ |
| MS2/MS4 ⁽³⁾ | \$3.44 | \$3.44 | \$3.40 | \$3.40 | \$3.40 | \$3.40 | \$3.40 |
| SS-1/CSS-1 ⁽³⁾ | \$3.24 | \$3.24 | \$3.19 | \$3.19 | \$3.19 | \$3.19 | \$3.19 |
| RS-1/CRS-1 ⁽⁴⁾ | \$7.50 | \$7.50 | \$7.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 |
| CRS-2L ⁽⁵⁾ | \$3.36 | \$3.36 | \$3.32 | \$3.32 | \$3.32 | \$3.32 | \$3.32 |
| PG58-28 W/ 18% Rubber ⁽⁵⁾ | \$5.55 | \$5.55 | \$5.50 | \$5.50 | \$5.50 | \$5.50 | \$5.50 |

PRICE ADJUSTMENT:

All material containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price for asphalt cement as furnished by the NHDOT Bureau of Materials and Research differs from the base price contained in the bid. When the monthly price differs from the base price, a contract adjustment will be made by subtracting the base price from the monthly price times the number of tons used. The price adjustment, as described herein, upwards or downwards, will be made to the base price, at the end of each month in which the work was accomplished.

The following equations shall be used to calculate the price adjustment:

Tons of AC = # of gallons/Conversion Factor

Price Adjustment (\$) = (Current Monthly Price - Base Price)*Tons of AC*Asphalt Factor

1. The **base price** of asphalt cement for this Contract is: **\$640** per ton. (February 14, 2014).
2. Refer to the Table below for the appropriate **Conversion Factor** based on the asphalt grade being used.
3. Refer to the Table below for the appropriate **Asphalt Factor** based on the asphalt grade being used.
4. The monthly price of asphalt cement will be furnished by the NHDOT Bureau of Materials and Research

Delivery time:

Ordering:

on the first business day following the 14th calendar day of each month.

| | <u>Asphalt Grade</u> | <u>Asphalt Factor %</u> | <u>Conversion Factor (Gallons/Ton)</u> |
|---------------|------------------------|-------------------------|--|
| | MS2/MS4 | 65% | 240 |
| Invoicing & P | SS-1/CSS-1 | 57% | 238 |
| | RS-1/CRS-1 | 60% | 238 |
| Questions: | CRS-2L | 65% | 238 |
| | PG 58-28 W/ 18% Rubber | 82% | 235 |

Conversion Factor: Gallons of Liquid Asphalt = tons of liquid asphalt supplied @ 60 degrees F

Delivery Time:

Within five (5) working days

Ordering:

Orders are to be placed directly to Vendor

Prices quoted are available to all political sub-divisions of the State of New Hampshire as covered under RSA 21-I:17. Political subdivisions, cities and towns are to contact vendor directly.

Invoicing & Payments:

Invoices are to reflect contract number. Terms: N/30

Questions:

Katie Daley, Purchasing Agent
Tel: 603-271-3146
Email: Kathleen.Daley@NH.GOV

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
Bid 1606-14
DATE: 3/21/14 @ 2:00 PM
 Bitumen Contract
Dept of Transportation

| Description | Vendor Name: | All States Asphalt |
|-----------------------|--------------|---|
| | | \$/Gallon |
| MS2/MS4 | | \$3.44 - District 1 & 2 /\$3.40 - Districts 3 - 6 |
| SS-1/CSS-1 | | \$3.24 - District 1 & 2 /\$3.19 - Districts 3 - 6 |
| RS-1/CRS-1 | | \$7.50 - District 1 & 2 /\$7.00 - Districts 3 - 6 |
| CRS-2L | | \$3.36 - District 1 & 2 /\$3.32 - Districts 3 - 6 |
| PG58-28 W/ 18% RUBBER | | \$5.55 - District 1 & 2 /\$5.50 - Districts 3 - 6 |

Indicates award made to this bidder

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 019659408

Functional Area: Entity Management, Performance Information

No Search Results