

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

DATE: 8/17/15

COMMODITY: TRUCK TIRE RETREADING SERVICES

CONTRACT NO.: 8001846

NIGP: 928-8200

CONTRACTOR: HOLYOKE TIRE AND AUTO SVC, INC. VENDOR #:161832
dba / COMMERCIAL TRUCK TIRE CENTER INC.

PROPOSED BY: Alan Hofmann
Alan Hofmann, Purchasing Manager
Bureau of Purchase and Property

REVIEWED BY: Leonard Rautio
Leonard Rautio, Administrator
Bureau of Purchase and Property

DATE PROPOSED: 8/17/15 DATE REVIEWED: 8/18/15

RECOMMENDED BY: Robert Stowell
Robert Stowell, Administrator
Bureau of Purchase and Property

ENDORSED BY: Lisa M Pollard
Lisa Pollard, Director
Division of Procurement & Support Services

DATE RECOMMENDED: 8/18/15 DATE ENDORSED: 8-19-15

APPROVED BY: Vicki Quiram
Vicki Quiram, Commissioner
Department of Administrative Services

DATE APPROVED: 8/19/15

NOTE:Pricing on two of the three items decreased from the previous contract 8001245 dated 8/21/2012
Please note contract price comparison page.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 7/22/15

Company Name: Commercial Truck Tire Center
Address: 1264 Union St Extension
West Springfield, MA 01089

To: Point of Contact: Alan Hofmann
Telephone: 603-271-2550
Email: Alana.hofmann@nh.gov

RE: Bid Invitation Name: CONTRACT - SERVICES - TRUCK TIRE RETREADING
Bid Number: **BID 1787-16**
Bid Posted Date: 7/21/15 Bid Opening Date and Time: 7/31/15 @ 11:00 AM

[Insert name of signor] Paul M Bovard Sr, on behalf of Commercial Truck Tire Center [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 # 1787-16 for Truck Tire Retreading services 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.

Authorized Signor's Signature Paul M Bovard Sr Authorized Signor's Title VP Sales & Manufacturing

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hampden STATE: MA ZIP: 01089

On the 22nd day of July, 2015, personally appeared before me, the above named Paul Bovard Sr, in his/her capacity as authorized representative of Commercial Truck Tire Center 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)

My commission expires: April 15, 2016 (Date)



Form P37-A

ASSUMING 12% OF ALL RADIAL TIRES WILL REQUIRE SECTION REPAIR (1/4" OR LARGER) SHOW UNIT COST OF SUCH REPAIR. A 1/4" REPAIR WILL BE USED FOR THE ESTIMATED UNIT REPAIR COST AND BE INCLUDED IN THE TOTAL COST FOR AWARD PURPOSES.

SECTION REPAIR COST (EACH)
FOR GRIPPER DESIGN \$ 20.95

ESTIMATED ANNUAL QUANTITY.	SIZE	GRIPPER DESIGN UNIT COST
250	11R22.5	<u>\$ 136.60</u>
200	11R24.5	<u>\$ 143.16</u>

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:

Paul M Bovat SR 413-733-8400 888-533-0970
 Contact Person Telephone Number Toll Free Telephone Number
413-747-0877 P.Bovate@Comcast.net Springfield Tire.com
 Fax Number E-mail Address Company Website
Commercial Truck Tire Center _____
 Vendor Company Name DUNS #

STANDARD SPECIFICATION TIRE RETREADING

1.0 SCOPE:

THIS SPECIFICATION COVERS THE STATE OF NEW HAMPSHIRE REQUIREMENTS FOR RETREADING TRUCK TIRES, SIZES 11R22.5 TUBELESS AND 11R24.5 TUBELESS. ONLY PRE-CURE RETREADS OF THE BANDAG GRIPPER TREAD DESIGN PROCESS WILL BE ACCEPTED.

2.0 VENDOR QUALIFICATIONS:

BIDS WILL BE ACCEPTED ONLY FROM VENDORS USING RETREAD MANUFACTURERS HAVING A CERTIFIED QUALITY ASSURANCE INSPECTION FACILITY PROGRAM (QAIFP), BELONGING TO INTERNATIONAL TIRE AND RUBBER ASSOCIATION (ITRA), AND THE TIRE ASSOCIATION OF NORTH AMERICA (TANA).

ALL MATERIALS, WORKMANSHIP AND RETREAD SHOP PRACTICES SHALL CONFORM TO THE MOST RECENT EDITION OF FEDERAL SPECIFICATIONS ZZ-T-381 AND ZZ-T-441. CERTIFICATES OF COMPLIANCE WILL BE REQUIRED WITH SUBMISSION OF THIS BID.

VENDOR SHALL FURNISH EVIDENCE OF PRODUCT LIABILITY INSURANCE POLICY OF NOT LESS THAN \$2,000,000.00 TO BE SUBMITTED PRIOR TO AWARD.

3.0 PRODUCT:

BRANDS BID MUST APPEAR ON GSA'S QUALITY PRODUCT LIST OR (CATL) COOPERATIVE APPROVED TIRE LIST FOR MEDIUM TRUCK RADIAL TIRES.

ONLY PRE-CURE BANDAG GRIPPER TREAD DESIGN PROCESS WILL BE ACCEPTED. MINIMUM TREAD DEPTH SHALL BE 22/32".

4.0 PICKUP/DELIVERY:

VENDOR SHALL PICK UP CASINGS WITHIN THREE (3) BUSINESS DAYS OF REQUEST AT NH STATE HIGHWAY GARAGE IN CONCORD DURING NORMAL WORKING HOURS AND RETURN COMPLETED RETREADS WITHIN FIVE (5) BUSINESSDAYS OF PICK UP. ALL TRANSPORTATION CHARGES SHALL BE BORNE BY THE VENDOR. STATE WILL NOT CALL VENDOR FOR PICK UP OF LESS THAN FIVE (5) CASINGS.

5.0 REPORTING:

ANY TIRE CASING DEEMED UNUSABLE MUST BE RETURNED TO ITS PICK UP POINT WITH A NRC (NOT RETREADABLE CASING) DOCUMENT. THE NRC DOCUMENT SHALL LIST ALL PERTINENT INFORMATION AS TO WHY THE TIRE CASING WAS REJECTED.

VENDOR SHALL FURNISH A FULL REPORT TO THE USING AGENCY ON A QUARTERLY BASIS LISTING THE TOTAL NUMBER OF TIRES SUBMITTED FOR RETREADING, PERCENT RADIAL, NUMBER OF TIMES DEEMED UNFIT FOR RETREADING, FAILURES BY TIRE MANUFACTURER, FAILURES BY RETREAD MANUFACTURER, AND ALL WARRANTY CREDITS.

IN ADDITION, THE REPORT SHALL INCLUDE THE FOLLOWING INFORMATION ON EACH TIRE: CASING BRAND CODE, RADIAL (R), TIRE SIZE, LATEST RETREAD DOT CODE, RETREAD BRAND CODE, RETREAD DESIGN, OUT OF SERVICE REASON, ORIGINAL TREAD DEPTH (32NDS), REMAINING TREAD DEPTH (32NDS), AND ANY RECOMMENDATIONS BASED ON OBSERVATIONS TO PROLONG TIRE WEAR.

6.0 RETREADS:

TREAD BUFF RADIUS AND TREAD DIAMETER SHALL CONFORM TO EACH TIRE MANUFACTURER'S DESIGN SPECIFICATIONS.

7.0 WARRANTY:

ALL RETREADING/REPAIRS COMPLETED BY THE VENDOR SHALL BE WARRANTED TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE LIFE OF THE TREAD. CREDITS SHALL BE ISSUED FOR THE RETREAD, AS WELL AS, THE CASING ACCORDING TO THE FOLLOWING PERCENTAGE TABLE:

<u>TREAD DEPTH REMAINING</u>	<u>CREDIT</u>
100% - 50%	100%
49% & BELOW	PRORATE

8.0 REPAIRS:

NAIL HOLES SHALL BE REPAIRED AT NO ADDITIONAL CHARGE.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

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 ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition 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;

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(s) 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;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. 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 or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 or 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Vendor.

17. 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 in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. 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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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.