

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

DATE: 11/13/15  
CONTRACT #: 8001933  
CONTRACT FOR: Statewide Tri State Contract for Metal Culvert  
NIGP CODE: 210-2912  
CONTRACTOR: Contech Engineered Solutions VENDOR CODE #: 168030 P001

SUBMITTED FOR ACCEPTANCE BY:



ROBERT LAWSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/16/15

RECOMMENDED FOR ACCEPTANCE BY:



ROBERT STOWELL, ADMINISTRATOR IV  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/20/15

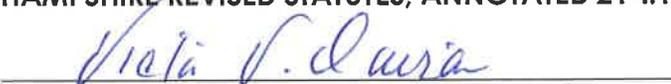
ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11-19-15

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



VICKI QUIRAM, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-20-15

NOTE: This is a Statewide contract for Metal Culvert. It is a Tri State contract (Maine, NH, VT) with Maine being the lead State. I have verified through the System for Award Management that there are no records of debarment or exclusions listed for this vendor and they are in "Good Standing" with the Secretary of State. The previous contract was used predominantly by DOT and Environmental Services. Total spend for the past 12 months is approximately \$144,616. In general, prices have gone down from the current contract. Attached is the new pricing in the Notice of Contract and the same table from the current Notice of Contract.



**ATTACHMENT "I"**

**PARTICIPATING ADDENDUM  
[Hereinafter "Addendum"]  
For  
COOPERATIVE AGREEMENT  
CULVERTS**

**Master Agreement Number \_\_MA 18P 15111300000000000076\_\_**

**Between**

**CONTECH ENGINEERED SOLUTIONS, LLC**

**Contractor**

**[Hereinafter "Contractor"]**

**And**

**STATE OF NEW HAMPSHIRE**

**Participating Entity Name**

**[Hereinafter "Participating State" or "Participating Entity" (if not a State)]**

**8001933**

**(Participating State/Entity Contract Number)**

**1.Scope**

This Addendum covers the Master Agreement Contract 2015-2017 (Culverts) lead by the State of Maine for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

**2.Participation**

Use of specific **Cooperative Contract** by State Agencies, Political Subdivisions and other entities (including cooperatives) authorized by an individual State's Statutes to use State Contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

### 3.Changes:

#### INVOICING:

Invoices shall be submitted after completion of delivery.

#### PAYMENTS:

Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

#### REPORTING REQUIREMENTS:

Throughout the period of the contract, the Contractor must provide quarterly reports to the Bureau of Purchase and Property, for products and services delivered against the contract. The contents of this report must include the following information: purchase order date, purchase order number, invoice number, manufacturer part number, manufacturer model number, description, and price. Purchasing agency number will be included in the report, contingent upon the purchasing agency providing this number on the Purchase Order, The actual content and format will be established after the completion of this agreement. Each Participating Agency may also request a copy of the Quarterly reports.

The Contractor will make a good faith effort to provide these reports in a timely, efficient manner completed in the mutually agreed upon format. If these reports are not provided properly completed or are not completed in a timely manner, the Contractor will receive written notification that it has a fifteen (15) day cure period. However, as long as contractor is being responsive and is making a good faith effort to provide these reports completed properly and in a timely manner, a delay will not constitute an event of default.

#### **4. Continuation of Participation from Master Agreement Contract 2015-2017 (Culverts):**

To the extent permitted by the laws and rules of the State in which an individual participating entity is located, valid participating addenda for the **Master Agreement Contract 2015-2017 (Culverts)** are hereby extended to include participation under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the **Master Agreement Contract 2015-2017 (Culverts)** is sufficient to permit participation in the **Master Agreement Contract 2015-2017 (Culverts)**, unless specifically denied by the appropriate chief state procurements official.

#### **5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

## **7. Master Agreement Number**

The Master Agreement Number **MUST** be shown on all purchase/delivery orders issued against this agreement.

**All orders are to be issued directly to: Contech Engineered Solutions, LLC, 71 US Rt. 1, Suite F, Scarborough, ME 04074 [swolf@conteches.com](mailto:swolf@conteches.com) 802 233-9110**

**All payments are to be issued to: Contech Engineered Solutions, LLC, 16445 Collections Center Drive, Chicago, IL 60693**

**8. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 8001933; and the Master Agreement Number: MA 18P 1511130000000000076**

This Addendum and the Master Agreement together with its attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its attachments, shall not be added to or incorporated into this Addendum or the Master Agreement and its attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

## 6.Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

### Lead State [Maine]

Name: Donny Crockett  
Address: 111 Sewall St., Burton Cross Bldg, Augusta, ME 04330  
Telephone: (207) 624-7336 Fax: (207) 287-6578  
E-mail: Donny.Crockett@maine.gov

### Contractor

Name: Contech Engineered Solutions, LLC  
Address: 71 US Rt. 1, Suite F, Scarborough, ME 04074  
Telephone: Fax: 802 233-9110 (Cell)  
E-mail: swolf@conteches.com

### Participating State

Name: State of New Hampshire  
Address: 25 Capitol St., Concord, NH 03301  
Telephone: Fax: 603 271-3147 603 271-7564  
E-mail: Robert.lawson@nh.gov

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

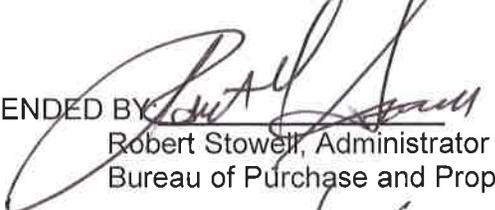
**Signatures as required by State Statutes, Rules or Policies**

PROPOSED BY:   
Robert Lawson, Purchasing Agent  
Bureau of Purchase and Property

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

DATE PROPOSED: 11/17/15

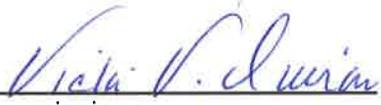
DATE REVIEWED 11/17/15

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

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

DATE RECOMMENDED: 11/20/15

DATE ENDORSED: 11-19-15

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

DATE APPROVED: 11-20-15

Contractor: Contech Engineered Solutions, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



*New Contract Pricing*

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ATTACHMENT "J"



**MaineDOT**



**Culvert Bid Sheet – Contech Engineered Solutions LLC**

**Metal Culverts**

Diameter (in)	CGMP Corrugated Galvanized Metal Pipe (Price/foot)	Price/Coupling (EA)	ALCCMP Alum. Coated (Price/foot)	Price/Coupling (EA)	PPCCMP Polymer Precoated (Price/foot)	Price/Coupling (EA)	CAAP Corrugated Alum.	Price/Coupling (EA)
12	\$7.32	\$7.32	\$6.70	\$6.70	\$10.80	\$10.80	\$10.52	\$10.52
15	\$9.15	\$9.15	\$9.24	\$9.24	\$12.96	\$12.96	\$12.89	\$12.89
18	\$15.25	\$15.25	\$13.86	\$13.86	\$19.08	\$19.08	\$15.52	\$15.52
21	\$17.69	\$17.69	\$14.07	\$14.07	\$22.26	\$22.26	\$18.15	\$18.15
24	\$20.13	\$20.13	\$18.48	\$18.48	\$25.44	\$25.44	\$20.78	\$20.78
30	\$25.01	\$37.52	\$20.10	\$30.15	\$31.80	\$47.70	\$35.51	\$53.26
36	\$29.89	\$44.84	\$24.12	\$36.18	\$38.16	\$57.24	\$37.54	56.31
42	\$41.76	\$62.64	\$38.19	\$57.29	\$52.45	\$73.08	\$60.21	90.42
48	\$47.56	\$71.34	\$43.55	\$65.33	\$55.68	\$83.52	\$68.77	103.16
54	\$62.72	\$94.08	\$59.80	\$89.70	\$62.64	\$93.96	\$77.27	115.90
60	\$69.44	\$104.16	\$66.95	\$100.43	\$68.44	\$102.66	\$84.82	127.23
72	\$n/a	\$n/a	\$n/a	\$n/a	\$111.55	\$223.10	\$129.00	\$257.99
1/2" X 6" Culvert Nut and Bolt								
1/2" X 8" Culvert Nut and Bolt								



# Current Contract Pricing

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## Metal Culverts

Diameter (in)	CGMP Corrugated Galvanized Metal Pipe (Price/foot)	Price/ Coupling (EA)	ALCCMP Alum. Coated (Price/foot)	Price/ Coupling (EA)	PPCCMP Polymer Precoated (Price/foot)	Price/ Coupling (EA)	CAAP Corrugated Alum.	Price/ Coupling (EA)	
12	\$7.44	\$7.44	\$6.50	\$6.50	\$10.50	\$10.50	\$11.40	\$11.40	
15	\$9.30	\$9.30	\$7.80	\$7.80	\$13.65	\$13.65	\$13.97	\$13.97	
18	\$15.50	\$15.50	\$11.70	\$11.70	\$19.95	\$19.95	\$16.82	\$16.82	
21	\$17.36	\$17.36	\$13.65	\$13.65	\$23.10	\$23.10	\$19.67	\$19.67	
24	\$20.46	\$20.46	\$15.60	\$15.60	\$26.25	\$26.25	\$22.52	\$22.52	
30	\$25.42	\$38.13	\$19.50	\$29.25	\$32.55	\$48.83	\$38.48	\$57.72	
36	\$30.38	\$45.57	\$23.40	\$35.10	\$38.85	\$58.28	\$39.05	\$58.57	
42	\$44.64	\$66.96	\$37.05	\$55.58	\$52.50	\$78.75	\$62.70	\$94.05	
48	\$50.84	\$76.26	\$42.25	\$63.38	\$58.80	\$88.20	\$71.54	\$107.31	
54	\$69.44	\$104.16	\$59.80	\$89.70	\$66.15	\$99.23	\$80.37	\$120.55	
60	\$76.88	\$153.76	\$66.95	\$133.90	\$72.45	\$144.90	\$89.21	\$178.42	
72					\$118.65	\$237.30	\$135.66	\$271.32	
								<b>1/2" X 6" Culvert Nut and Bolt</b>	\$3.50
								<b>1/2" X 8" Culvert Nut and Bolt</b>	\$4.50

NH DOT District	Location	Basic Freight Charge
District 1	Lancaster, NH	\$ 870.00
District 2	Canaan, NH	\$ 685.00
District 3	New Hampton, NH	\$ 708.00
District 4	Swanzey, NH	\$ 515.00
District 5	Londonderry, NH	\$ 574.00
District 6	Lee, NH	\$ 635.00
Minimum Truckload by Weight:		1000 LBS
Price Stop off charge per location for multiple location deliveries:		\$ 75.00



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NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 12/01/15

**Expiration Date:** 11/30/17

**Master Agreement Description:** Master Agreement for Metal Round Pipe Culverts (Tri-State)

**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Requestor Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #: 1**

**Vendor ID**

VC1000018083

**Vendor Name**

CONTECH ENGINEERED SOLUTIONS, LLC

**Alias/DBA**

**Vendor Address Information**

71 US Route 1, Suite F

Scarborough, ME 04074

US

**Vendor Contact Information**

steve wolf

802-233-9110 ext.

swolf@conteches.com

**Payment Discount Terms**

<b>Discount 1:</b>	0.5000 %	10 Days
<b>Discount 2:</b>	%	0 Days
<b>Discount 3:</b>	%	0 Days
<b>Discount 4:</b>	%	0 Days

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** CONTECH ENGINEERED SOLUTIONS, LLC

**Commodity Line #:** 1

**Commodity Code:** 91339

**Commodity Description:** Contract for Metal Round Pipe Culverts

**Commodity Specifications:** As per the attached specifications and made part of this MA- See All Attachments / Terms. This is a Tri-State Contract for Maine, New Hampshire, and Vermont.

**Commodity Extended Description:** All culverts subject to freight as per attachments.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 15	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Contech Round Pipe	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 12/01/15	<b>Discount End Date</b> 11/30/17

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF GENERAL SERVICES  
DIVISION OF PURCHASES**

**RFQ # 18P 15102200000000000322**

**Tri State Solicitation for Metal Culverts**

**Quotations/Responses Due: 11/6/2015**, not later than 2:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine’s e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

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

**Summary**

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

## Description of Requirements

The following is a description of the appendixes made part of this RFQ.

- Appendix A – detailed specifications or requested item(s)
- Appendix B Suspension & Debarment form
- Appendix C economic impact value total if over \$100,000 **vendor to complete this section if bid is over \$100,000.00.**
- Appendix D – Opportunities for Political Subdivisions and School Districts

## Cost Response

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

**Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections (Appendix B, Debarment Form, Appendix C, & Appendix D) of this document and the attachments listed below. Attach both to your response in VSS, along with requested information in an itemized quotation format. For your electronic response please put “0” in the total price in the unit price field. Failure to do this may result in disqualification of your bid.**

### **REQUESTED RETURNED DOCUMENTS:**

- Appendix B, Debarment Form, Appendix C, & Appendix D of this document completely and legibly filled out.
- Attachment F completely and legibly filled out.
- Attachment G completely and legibly filled out.
- Attachment H completely and legibly filled out.
- Attachment J completely and legibly filled out.
- Attachment L completely and legibly filled out.
- All/All other requested documents (Please read all documents carefully)

## Master Agreement Term

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

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for 2 renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

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

Period	Start Date	End Date
Initial Period of Performance	12/1/2015	11/30/2017
Renewal Period #1	12/1/2017	11/30/2018
Renewal Period #2	12/1/2018	11/30/2019

### Submitting a Quotation

1. **Quotations Due:** Quotations must be received no later than 2:00 p.m. local time, on the date listed on the cover of this RFQ. Quotations received after the 2:00 p.m. deadline will not be accepted.
2. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
3. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
4. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the Advantage VSS system (as referenced above), identify and open their submitted quotation, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
5. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ.
6. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. It will otherwise be assumed that the Bidder’s response complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

### Cost Response

All responses to this RFQ will require some form of cost response, as detailed in the Description of Requirements section. Additional, "General Instructions" to submitting the cost response are provided below.

### General Instructions

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

### QUOTATION EVALUATION AND SELECTION

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

#### **Evaluation Process**

1. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State, including a Bidder's economic impact on the State (if instructed to do so in Appendix C). Once the goods or services have been determined to conform to the specifications listed, and other Best Value considerations have been made, then the Division will make its award decision based on the lowest price among the Bidders.
2. Evaluating Economic Impact (for orders over \$100,000): The bidder with the largest economic impact value total in Appendix B will have their total evaluated bid reduced by 10% (of their bid) for the purposes of comparison with other bids. Bidders with smaller economic impact values will have their total bid reduced by a fraction of 10%, calculated as shown below:

- a. Economic impact value of bid being evaluated/Bid with largest economic impact value x 10% = Percentage decrease for bid being evaluated
- b. Example: Bid with largest economic impact: total bid = \$150,000; economic impact value \$350,000.
  - i. Total bid for evaluation = (10% x \$150,000 = \$15,000) = \$135,000
- c. Bid being evaluated: \$140,000, economic impact value \$200,000
  - i. Total bid for evaluation = (\$200,000/\$350,000 = 0.57 x 10% = 0.057 x \$140,000 = \$8,000) = \$132,000

3. At the discretion of the State, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
4. In the event that no Bidder submission conforms to the specifications of this RFQ, then the State may choose not to make any award. Alternatively, the State may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the State, at its discretion, may make a contract award to the Bidder meeting four requirements.
5. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

### Negotiations

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

## TERMS AND CONDITIONS FOR RFQ AND CONTRACT

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

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

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

#### **B. General Provisions**

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

6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The State of Maine Division of Purchases reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

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

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

### **D. Delivery Terms**

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

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

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

## **Appeal of Contract Awards**

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

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

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

### **A. Contract Document**

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

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

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

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

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

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

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

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

**ORDERING PROCEDURE:** Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5000.00 will workflow to the Division of Purchases' Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**PART III APPENDICES**

Appendix A

**State of Maine  
Department of Administrative and Financial Services  
Bureau of General Services  
Division of Purchases**

**QUOTATION SPECIFICATION FORM**

**RFQ # 18P 15102200000000000322**

**Tri State Solicitation for Metal Culverts**

**OVERVIEW:**

**SCOPE AND BACKGROUND:** The State of Maine, Division of Purchases, in a Tri-State purchasing agreement with New Hampshire DOT and Vermont VTrans, is releasing this Request for Quotation to contract for the purchase of Metal Culverts. A Master Agreement (Contract) will be issued to Manufacturers/Distributors for metal culverts.

The Tri-State Metal Culvert Pipe Contract is a cooperative group contracting for State Government departments, institutions and political subdivisions (municipalities, counties, etc.) for the participating States. The purpose of establishing a Metal Culvert Pipe contract is to enable participating States and the purchasing entities within those participating States, to join together in a cooperative Tri-State contracting alliance, to achieve cost effective and efficient acquisition of quality Metal Culvert Pipe.

A State may elect to execute a "Participating Addendum" with the Contractor and submit a copy of the executed agreement to the State of Maine Division of Purchases. Contractor must accept orders from and extend the contract prices to all participating states. The Contractor must allow qualified new State agencies, participating State facilities and political subdivisions joining the Tri-State Metal Culvert Pipe Contract to be added to the current participants list and access contract prices throughout the term of the contract. The State of Maine Division of Purchases reserves the right to add and delete other members, State and political subdivision facilities during the term of this contract at the request of the participating State and/or purchasing entity. (See Attachment I for reference purposes).

The participating States may add language establishing dollar requirements or anticipated quantities for volume purchases, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their States' attachments and individual "Participating Addendum". The items will be required on an as needed basis by various

government and State agencies throughout the State of Maine, New Hampshire, and Vermont which may or may not elect to participate in the resulting contract.

**CONTRACT PERIOD:** Contracts arising from this Request for Quotation will be for a period of **24 months** with an option to renew for **two** additional **12 month** periods. Proposed start date will be December 1, 2015.

**SINGLE POINT OF CONTACT:** All communications concerning this Request for Quotation (RFQ) are to be addressed in writing to the attention of: **Donny.Crockett@Maine.gov**. Donny Crockett, Contract Grant Specialist, is the sole contact for this Quotation. Actual contact with any other party or attempts by bidders to contact any other party could result in disqualification of bid response.

**QUESTION AND ANSWER:** If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

**BID SUBMISSION:** All bids are submitted electronically (no exceptions). All vendors/bidders must be registered with the Advantage ME Vendor Self Service system <https://mevss.hostams.com/webapp/PRDVSS1X1/Advantage> to respond to the solicitation. Registration is free of charge to all vendors.

**SPECIFICATIONS:** See separate **Attachment (A)**.

**PRICES:** For all **Metal Culverts**, all pricing is based on **point of origin**. Vendors will propose freight charges for minimum truckload orders but only as a separate line item (see Attachment L). The State of Maine and all "Participating facilities" reserve the right to arrange our own freight for Metal Culverts based on our needs. All prices shall remain firm for the duration of the contract, (see below).

**PRICE ADJUSTMENTS:** Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective.

The State of Maine reserves the right to seek additional discounts from the contractor, or to contract separately for single purchase for a particular State project or other immediate use if, in the judgment of the Division of purchases, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the published contract prices, whether or not such a savings actually occurs.

**Price increases** due to commodity price fluctuations will be considered on a quarterly basis, if needed, upon the vendor's presentation of compelling evidence that will allow the State of Maine Division of Purchases to determine that an increase is warranted.

**ADDITION / DELETION OF PRODUCTS:** The supplier is responsible for notifying the Lead State of all new and discontinued products in a timely manner. Additional line items may be added to the Master Agreement for Metal Culverts through mutual agreement of the Supplier and the State of Maine.

**F.O.B. ORIGIN:** Contractor will be held accountable for all material delivered to destination in accordance with standard commercial practices unless the ordering agency arranges its own freight/shipping company at which case Contractor is responsible for F.O.B. Origin.

**DELIVERY:** Liability for product delivery remains with the Contractor until the product is properly delivered and signed for in accordance with the terms and conditions and the attached specifications for Culverts. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

**INVOICES:** Separate invoices are required for each order number. All invoices must reference Master Agreement Number, the Agency/Entity Order Number and the specified shipment quantity and date. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be issued within 30 days of delivery and paid in a timely manner agreed upon between the using agency and the contractor.

**REPORT OF PURCHASES:** Contractor will be required to furnish to the Director of Purchases a detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

**CANCELLATION OF CONTRACT:** The Division of Purchases reserves the right to cancel a contract upon a thirty day written notice, or cancel immediately if the contractor does not conform to the terms and conditions of this contract.

**ATTACHMENTS INCLUDED WITH THIS RFQ:**

- A: Specifications for Metal Culverts**
- B: Pipe Thickness Chart**
- C: Coupling Band Widths**
- D: Vermont Terms and Conditions**
- E: Vermont State Provisions**
- F: Vermont Towns and Schools Questionnaire**
- G: Vermont Certificate of Compliance**
- H: New Hampshire Terms and Conditions**
- I: Participating Addendum**
- J: Price Sheet for Metal Culverts**
- L: Freight Tier Pricing Sheets**

Appendix B

**State of Maine**  
**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**  
**DIVISION OF PURCHASES**  
**BID COVER PAGE**

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

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

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

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

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

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

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

Name:	Title:
Authorized Signature:	Date:

**State of Maine  
 Department of Administrative and Financial Services  
 Bureau of General Services  
 Division of Purchases**

**ECONOMIC IMPACT FORM**

**RFQ # 18P 15102200000000000322  
Tri State Solicitation for Metal Culverts**

**Instructions (If bid is over \$100,000.00)**

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder’s economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts “...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder’s economic impact on the Maine economy and State revenues.”

For the purposes of this RFP, the term “economic impact” shall be defined as through the “Economic Impact Factors” listed in the table below. To complete the “economic impact” section of the Bidder’s response, the Bidder shall provide the information requested below, describing the Bidder’s recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.

<b>Economic Impact Factors</b>	<b>Factors Expressed in Dollars</b>
Salaries paid to Maine residents in past 12-month period	\$
Payments made to Maine-based subcontractors in past 12-month period	\$
Payments of State and local taxes in Maine within past 12-month period	\$
Payments of State licensing fees in Maine within past 12-month period	\$
Charitable contributions made to Maine-based not-for-profit organizations in past 12-month period	\$
<b>Total Economic Impact Value</b>	\$

For the table above, the following definitions are provided:

- “Maine resident”: any person whose primary residence is located within the State of Maine.
- “Maine-based”: any organization whose primary operations are located within the State of Maine.
- “Past 12-month period”: the past 12-months, starting on the date that the RFP was publicly released.

**Certification Statement**

*To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.*

Name:	Title:
Authorized Signature:	Date:

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS  
AND SCHOOL DISTRICTS**

The Division of Purchases is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing.

The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award. All bid responses will include in the comments field of their bid whether or not they will accept orders with or without condition from political subdivisions and Maine school districts at the prices quoted.

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

\_\_\_\_\_ Yes, unconditionally.

\_\_\_\_\_ Yes, with conditions. Specify: \_\_\_\_\_

\_\_\_\_\_ No.

Name of Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

11-5-15

Contech Engineered Solutions LLC

Basis for culvert pipe price adjustment up or down

Price of Contech steel pipe (galvanized, aluminized and polymer coated) can be indexed to the HDG-MW CRU index. Baseline for this contract would be the mid-month November 2015 index number. Quarterly we can provide a 3 month average of the monthly index numbers. Our steel pipe price could be adjusted up/down as a % of the change in this index from the baseline and/or the previous quarterly review.

Price of Contech aluminum pipe can be indexed to the LME + Midwest Premium aluminum index provided by the American Metals Market. Baseline for this contract would be the November 2015 index number. Quarterly we can provide a 3 month average of the monthly index numbers. Our aluminum pipe price could be adjusted up/down as a % of the change in this index from the baseline and/or the previous quarterly review.



Appendix B

State of Maine  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BID COVER PAGE

Bidder's Organization Name: <i>Contech Engineered Solutions LLC</i>		
Chief Executive - Name/Title: <i>Mike RaFi</i>		
Tel: <i>513-645-7000</i>	Fax: <i>513-645-7604</i>	E-mail: <i>mRaFi@conteches.com</i>
Headquarters Street Address: <i>9025 Centre Pointe Drive Suite 400</i>		
Headquarters City/State/Zip: <i>West Chester, OH 45069</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>Steve Wolf, PE, No. New Eng. Subj. Mgr.</i>		
Tel: <i>802-233-9110</i>	Fax:	E-mail:
Street Address: <i>71 US RT1 Suite F Scarborough, ME 04074</i>		<i>swolf@conteches.com</i>
City/State/Zip:		

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

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

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

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

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

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

Name: <i>Steve Wolf</i>	Title: <i>Northern New England Sales Mgr.</i>
Authorized Signature: <i>Steve Wolf</i>	Date: <i>11/4/15</i>

OPPORTUNITIES FOR POLITICAL SUBDIVISIONS  
AND SCHOOL DISTRICTS

The Division of Purchases is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing.

The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award. All bid responses will include in the comments field of their bid whether or not they will accept orders with or without condition from political subdivisions and Maine school districts at the prices quoted.

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

Yes, unconditionally.

Yes, with conditions. Specify: \_\_\_\_\_

No.

Name of Company:

Contech Engineered Solutions LLC

Address:

71 US Rt 1 Suite F Scarborough, ME 04074

Signature:

Steve Wolf

Date:

11/4/15

**ATTACHMENT F:  
State of Vermont**

**TOWNS AND SCHOOLS QUESTIONNAIRE**  
**PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND**  
**EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS,**  
**AND INDEPENDENT COLLEGES' OF THE STATE OF VERMONT**

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes  No

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

---

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes  No

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

---

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

RESPONSE TITLE:FIRM NAME: *N. NE Sales Mgr, Contech Engineered Solutions LLC*

DATE: *11/11/15* BY: *Steve Wolf*

*"Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."*

**ATTACHMENT G:  
State of Vermont**

**RFQ:**

**DATE:**

11/4/15

**CERTIFICATE OF COMPLIANCE**

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

**TAXES:** Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

**INSURANCE:** Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment G: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

**CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION):** Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 16 of Attachment F: Commodity Purchases Terms and Conditions. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(h). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

**CONTRACT TERMS:** The undersigned hereby acknowledges and agrees to Attachment G: Standard State Contract Provisions and Attachment F: Commodity Purchases Terms and Conditions.

**TERMS OF SALE:** The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.



**ATTACHMENT H:  
State of New Hampshire**

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

**CONTRACT TERMS AND CONDITIONS**

- 1.** The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- 3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- 5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
- 6. INVOICING.** All invoices must 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.

#### **EXHIBIT "A"**

##### **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.

##### **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 certification below prior to a contract being awarded 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 filing the required forms (no fee): <http://das.nh.gov/purchasing/>

##### **SPECIFICATION COMPLIANCE:**

Vendor's offer must meet or exceed the required specifications as written.

##### **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.

##### **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.

**RETURNED GOODS:**

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

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

**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:

Steve Wolf 802-233-9110

Contact Person Local Telephone Number Toll Free Telephone Number

swolf@conteches.com

Fax Number E-mail Address Company Website

Contech Engineered Solutions LLC

Vendor Company Name DUNS #

71 US RT 1 Scarborough, ME 04094

Vendor Address

**DELIVERY TIME:**

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within five (5) business 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.

**ATTACHMENT "I"**

**PARTICIPATING ADDENDUM  
[Hereinafter "Addendum"]  
For  
COOPERATIVE AGREEMENT  
CULVERTS**

**Master Agreement Number** \_\_\_\_\_

**Between**

Contech Engineered Solutions LLC

**Contractor  
[Hereinafter "Contractor"]**

**And**

\_\_\_\_\_  
**Participating Entity Name  
[Hereinafter "Participating State" or "Participating Entity" (if not a State)]**

\_\_\_\_\_  
**(Participating State/Entity Contract Number)**

**1.Scope**

This Addendum covers the Master Agreement Contract 2015-2017 (Culverts) lead by the State of Maine for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

**or**

This Addendum covers the Master Agreement Contract 2015-2017 (Culverts) lead by the State of Maine for use by [ ] (briefly describe the jurisdiction of the governmental entity). This entity has been authorized by the State Chief Procurement Official of the State within which it is located to use the Master Agreement Contract 2015-2017 (Culverts).

**2.Participation**

Use of specific **Cooperative Contract** by State Agencies, Political Subdivisions and other entities (including cooperatives) authorized by an individual State's Statutes to use State Contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

### 3.Changes:

(Insert specific changes or a statement that "No Changes Are Required")

### 4. Continuation of Participation from Master Agreement Contract 2015-2017 (Culverts):

To the extent permitted by the laws and rules of the State in which an individual participating entity is located, valid participating addenda for the **Master Agreement Contract 2015-2017 (Culverts)** are hereby extended to include participation under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the **Master Agreement Contract 2015-2017 (Culverts)** is sufficient to permit participation in the **Master Agreement Contract 2015-2017 (Culverts)**, unless specifically denied by the appropriate chief state procurements official.

### 5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

### 6.Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

#### Lead State [Maine]

Name: Donny Crockett  
Address: 111 Sewall St., Burton Cross Bldg, Augusta, ME 04330  
Telephone: (207) 624-7336 Fax: (207) 287-6578  
E-mail: Donny.Crockett@maine.gov

#### Contractor

Name: *Con Tech Engineered Solutions LLC*  
Address: *71 US Rt 1 Suite F Scarborough, ME 04094*  
Telephone: Fax: *802-233-9110 (cell)*  
E-mail: *swolf@conteches.com*

#### Participating State

Name:  
Address:  
Telephone: Fax:  
E-mail:

## 7. Master Agreement Number

The Master Agreement Number **MUST** be shown on all purchase/delivery orders issued against this agreement.

All orders are to be issued directly to: *Contech Engineered Solutions LLC*  
*SWOIK@conteches.com* *7145 R+1 Suite F*  
*802-233-9110* *Scarborough ME*  
*04074*

All payments are to be issued to:

*Contech Engineered Solutions LLC*  
*16445 Collections Center Drive*  
*Chicago, IL 60693*

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number]; and the Master Agreement Number:**

This Addendum and the Master Agreement together with its attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its attachments, shall not be added to or incorporated into this Addendum or the Master Agreement and its attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

1111

**Signatures as required by State Statutes, Rules or Policies**

## ATTACHMENT "A"

**CULVERT SPECIFICATIONS**  
**METAL CULVERTS AND STORM DRAINS**

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

*Metal:*

- GCMP, Galvanized Corrugated Metal Pipe and Under-drains.
- ALCCMP, Aluminum Coated Corrugated Metal Pipe (Type 2) and Under-drains.
- PPGCMP, Polymer Pre-coated Galvanized Corrugated Metal Pipe and Under-drains
- CAAP, Corrugated Aluminum Alloy Pipe and Under-drains

**MATERIALS.****603.023 CORRUGATED STEEL PIPE AND UNDER-DRAINS**

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

- a) Coupling Bands. Coupling bands shall conform to AASHTO M36 and Attachment C, with the following modifications:
- (1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges. Structural steel for band connections shall conform to ASTM A 36/A 36M.
  - (2) The only approved methods of connection and connection details at the ends of the bands shall be:
    - a.  $2 \times 2 \times 3/16$  inch galvanized steel angles extending the full width of the band.
    - b. 12 gauge die-cast angle with a configuration that provides at least the same section modulus as the  $2 \times 2 \times 3/16$  inch angle, extending the full width of the band.
    - c. Minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band, and five bolts for a 24 inch wide band, uniformly spaced. Bolts, nuts, and other threaded items used with coupling bands shall be coated by the electroplating process as provided in ASTM B 633, Class Fe/Zn 25 the zinc coating process as provided in AASHTO M 232M/M 232 or the mechanical zinc coating process as provided in AASHTO M 298, Class 25.
    - d. Angles will be connected to bands by one of the following:
      1. Spot welds spread over full width of the band,
      2. Stitch-welded over the full width of the band, or
      3. Attached by rivets.
  - (3) Minimum band thickness shall be 1/16 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert or unit being connected. Coupling bands and die-cast angles may be formed from any one of the three types of sheet material specified above.
  - (4) The use of projection pipe coupling (dimpled) bands or preformed channel bands is not allowed.
  - (5) The Contractor may submit for approval to the Agency alternate coupling bands. The Contractor shall allow 30 days for a testing and evaluation period. Coupling bands shall not be shipped to

**ATTACHMENT "A"**

projects until the Contractor has been notified that the proposed band has been approved by the Agency.

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

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

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

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

(1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges.

(2) Coupling band connections:

a. Shall be  $2 \times 2 \times 1/4$  inch aluminum angles (Alloy 6061-T6) extending the full width of the band or 12 gauge minimum die-cast aluminum angles, extending the full width of the band.

b. Shall have a minimum shear strength capacity of 6.3 kips.

c. Shall be connected with a minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band and five bolts for a 24 inch wide band. Bolts shall be uniformly spaced across the width of the band. Bolts, nuts, and other threaded items shall be coated in accordance with the requirements of Subsection 603.023(a)(2)c.

d. Shall have angles attached to the bands by stitch welding over the full width of the band or by rivets uniformly spaced across the width of the band.

(3) Minimum band thickness shall be 0.06 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert being connected.

(4) Alternate coupling bands may be submitted for approval as specified in Subsection 603.023(a)(5).

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

**603.025 POLYMERIC COATED CORRUGATED STEEL PIPE.**

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

a) Coupling Bands. Coupling bands shall conform to the requirements of Subsection 603.023(a) and Attachment C, modified as follows:

(1) Coupling bands and die-cast angles shall be formed from sheet material coated in accordance with AASHTO M 218, M 245, M 274, or M 289.

(2) Coupling bands formed from AASHTO M 274 or M 289 material shall be not more than one nominal sheet thickness thinner than the wall thickness of the culvert or unit being connected.

(3) Coupling bands formed from AASHTO M 245 material shall be not more than two nominal sheet thicknesses thinner than the thickness of the culvert or unit being connected. Angles must be attached to the band by rivets.

## ATTACHMENT "A"

- (4) Coupling bands formed from AASHTO M 218 material shall be the same nominal sheet thickness as the culvert or units being connected. Angles must be attached to the band with rivets or by stitch-welding over the full width of the band.

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

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

### STRUTTING.

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

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

- a) The pipe shall be elongated by the manufacturer after fabrication by increasing the diameter along the vertical axis approximately 3 percent with a corresponding decrease along the horizontal axis. The elongation shall be obtained by installing rods and tightening the rods, uniformly from end to end of the pipe, obtaining approximately one-quarter of the required elongation each time throughout the length of the pipe.

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

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

**ATTACHMENT "A"**

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

**ORDERING AND DELIVERY**

**PIPE ORDERS.** Pipe orders shall be written notification. All orders shall be delivered within 20 days of the date of written notification. Certification in accordance with the applicable AASHTO specification stated above shall be provided when requested with the order.

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

**DELIVERY.** The contact person indicated for the respective delivery location shall be notified 48 hours prior to delivery. At the time of notification, an approximate hour of delivery at the appropriate maintenance lot shall be specified and the specifics of unloading shall be agreed upon.

It shall be the supplier's responsibility that the pipe arrives on the site in good condition. The unloading shall be a mutual effort between State and Supplier. The pipe will be accepted or rejected at the time of delivery. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

**Maine DOT:** Maine DOT primarily uses HDPE/CPP pipe or ALCCMP for entrances and HDPE/CPP or PPGCMP for cross pipes. RCP is used on a less frequent basis. MaineDOT has historically spent approximately \$200,000 annually on metal culverts and approximately \$200,000 annually on HDPE/CPP. The most common sizes of both types are typically between 15" and 48".

<b>Maine</b>			
<b>Office Telephone</b>	<b>Delivery Location (ZIP Code)</b>	<b>Deliver Contact Person</b>	<b>Invoice Address</b>
Region 1 207-885-7000	MaineDOT Pleasant Hill Road, Scarborough, ME 04070	Tim Cusick 207-885-7008	MaineDOT Region 1 P.O. Box 358 Scarborough, ME 04070-0358
Region 2 207-624-8200	MaineDOT Route 17 (1/2 mile west of Union town line) Washington, ME 04574	Luke Gould 207-845-2387	MaineDOT Region 2 98 State House Station Augusta, ME 04333
Region 3 207-562-4228	MaineDOT Route 2 Dixfield, ME 04224	Bill Emery 207-562-4228	MaineDOT Region 3 P.O. Box 817 Dixfield, ME 04224
	MaineDOT 17919 River Road Solon, ME 04979	Jordan Baker 207-643-2467	
Region 4 207-941-4500	MaineDOT 515 Dover Road Charleston, ME 04422	Bob Davis 207-285-3683	MaineDOT Region 4 219 Hogan Road Bangor, ME 04401
	MaineDOT 615 US Route 1 Jonesboro, ME 04648	Mike Falzarano 207-434-2911	
Region 5 207-764-2060	MaineDOT 41 Rice Street Presque Isle, ME 04769	Keith Richards 207-764-2060	MaineDOT Region 5 P.O. Box 1178 Presque Isle, ME 04769

ATTACHMENT "A"

**VTrans:** VTrans primarily uses Corrugated Galvanized Metal Pipe (CGMP) and HDPE pipe for cross pipes and drive culverts. We rarely have the need for RCP pipe in maintenance operations. Vermonts anticipated needs for FY10 are **2700 LF of CGMP, 6600 LF HDPE, 200 LF 6" Under-drain and assorted accessories.**

<b>Vermont</b>				
<b>District</b>	<b>Office Telephone</b>	<b>Delivery Location (ZIP Code)</b>	<b>Deliver Contact Person</b>	<b>Invoice Address</b>
1	(802) 447-2790	Vt Agency of Transportation Bennington Garage 359 Bowen Road Bennington, VT 05201	Bill Leach (802) 447-6923	Vt Agency of Transportation Nelson Blanchard, DTA 359 Bowen Road Bennington, VT 05201
2	(802) 254-5011	Vt Agency of Transportation Londonderry State Garage 158 Derry Woods Road Londonderry, VT 05148	Joe Ruzzo (802)251-2003	Vt Agency of Transportation Tammy Ellis, DTA 870 US Route 5 Dummerston, VT 05301
3	(802) 786-5826	Vt Agency of Transportation Rutland State Garage McKinley Avenue Rutland, VT 05701	Bruce Nichols (802) 251-2003	Vt Agency of Transportation Nelson Blanchard, DTA 122 State Place Rutland, VT 05701
4	(802) 295-8888	Vt Agency of Transportation Royalton State Garage 1953 VT Route 107 Royalton, VT 05068	Ervin Ricker (802) 295-8888	Vt Agency of Transportation Tammy Ellis, DTA 221 Beswick Drive White River Junction, VT 05001
5	(802) 655-1580	Vt Agency of Transportation Colchester State Garage 5 Barnes Avenue Colchester, VT 05446	Art Danyow (802) 654-1721	Vt Agency of Transportation Dave Blackmore, DTA PO Box 168 Essex Junction Junction, VT 05453
6				
7	(802) 748-6670	Vt Agency of Transportation St. Johnsbury State Garage 1068 US Route 5 St. Johnsbury, VT 05819	Tom Lewis (802) 751-0212	Vt Agency of Transportation Dale Perron, DTA 1068 US Route 5 Suite 2 St. Johnsbury, VT 05819
8	(802) 524-5926	Vt Agency of Transportation St. Albans State Garage 680 Lower Newton Road St. Albans, VT 05478	Randy Reed (802) 524-5926	Vt Agency of Transportation Dave Blackmore, DTA 680 Lower Newton Road St. Albans, VT 05478
9	(802) 334-7934	Vt Agency of Transportation Derby State Garage 4611 US Route 5 Newport, VT 05885	Tom Tetreault (802) 334-4341	Vt Agency of Transportation Dale Perron, DTA 4611 US Route 5 Newport, VT 05885

ATTACHMENT "A"

Mark Kirouac, P.E.- Assistant State Maintenance Engineer  
 Caleb Dobbins, P.E. – State Maintenance Engineer  
 Bureau of Highway Maintenance  
 New Hampshire Department of Transportation

**PROPOSED DELIVERY LOCATIONS Culvert Pipe**

**FOB DESTINATION \*\*\*CALL 24 HOURS BEFORE DELIVERY\*\*\*  
to Confirm Exact Delivery Address**

**General Locations for Supplies / Equipment – Culvert Pipe**  
**NH DOT Highway Maintenance Districts**

DISTRICT	DELIVERY LOCATION / CONTACT PERSON	TELEPHONE
District 1 (M100)	Phil Beaulieu, District One Engineer 180 Spruceville Road Milan, NH 03588  <u>OR</u>  500 Dartmouth College Highway Twin Mountain, NH 03595	603-788-4641
District 2 (M200)	Douglas King, District Two Engineer P/S 205 490 Route 118 Canaan, NH 03741 Bill To: 8 Eastman Hill Road, Enfield NH 03748	603-448-2654
District 3 (M300)	Alan Hanscom, District Three Engineer 20 Old Route 28 Ossipee, NH 03864  <u>OR</u>  142 Parade Road Meredith, NH 03253	603-524-6667
District 4 (M400)	John Kallfelz, District Four Engineer 19 Base Hill Road Swanzey, NH 03446-9998	603-352-2302
District 5 (M500)	Richard Radwanski, District Five Engineer District Five Patrol Shed 512 469 Mammoth Road (Rt. 128 South of Junction of Rt. 28) Londonderry NH 03053	603-666-3336
District 6 (M600)	Brian Schutt, District Six Engineer District Six Patrol Shed 605 65 Pinkham Road Lee, NH 03824	603-868-1133



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 11/13/2015 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Contech Engineered Solutions LLC	Legal
Contech Engineered Solutions LLC	Home State

**Limited Liability Company - Foreign - Information**

**Business ID:** 678053  
**Status:** Good Standing  
**Entity Creation Date:** 9/13/2012  
**State of Business.:** OH  
**Principal Office Address:** 9025 Centre Pointe Drive S400  
 West Chester OH 45069  
**Principal Mailing Address:** No Address  
**Last Annual Report Filed Date:** 1/14/2015  
**Last Annual Report Filed:** 2015

**Registered Agent**

**Agent Name:** National Corporate Research, Ltd.  
**Office Address:** 63 Pleasant Street  
 Concord NH 03301

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



# Search Results

**Current Search Terms: contech\* engineeed\* solutions\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.37.20151030-2054





ATTACHMENT "L"  
STATE OF MAINE

ADDRESS	Basic Freight Charge \$	Additional Cost / Mile \$
REGION 1 MaineDOT Pleasant Hill Road Scarborough ME 04070	675	0
REGION 2 MaineDOT Route 17 (1/2 mile west of Union town line) Washington ME 04574	840	0
REGION 3 MaineDOT 1 Route 2 Dixfield ME 04224	840	0
REGION 3 MaineDOT 2 17919 River Road Solon ME 04979	900	0
REGION 4 MaineDOT 1 515 Dover Road Charleston ME 04422	950	0
REGION 4 MaineDOT 2 615 US Route 1 Jonesboro ME 04648	1120	0
REGION 5 MaineDOT 41 Rice Street Presque Isle ME 04769	1300	0
Please specify minimum truckload by weight:		500 LBS

Please specify price stop off charge per location for multiple location deliveries: \$100

ATTACHMENT "L"  
STATE OF  
VERMONT

ADDRESS	Basic Freight Charge \$	Additional Cost / Mile \$
DISTRICT 1 Vtrans Bennington Garage 359 Bowen Road Bennington, VT 05201	550	0
DISTRICT 2 Vtrans Londonderry State Garage 158 Derry Woods Road Londonderry, VT 05148	550	0
DISTRICT 3 Vtrans Rutland State Garage McKinley Avenue Rutland, VT 05701	630	0
DISTRICT 4 Vtrans Royalton State Garage 1953 VT Route 107 Royalton, VT 05068	630	0
DISTRICT 5 Vtrans Colchester State Garage 5 Barnes Avenue Colchester, VT 05446	800	0
DISTRICT 6 Vtrans Middlesex State Garage 1170 US Route 2 Middlesex, VT 05602	720	0
DISTRICT 7 Vtrans St. Johnsbury State Garage 1068 US Route 5 St. Johnsbury, VT 05819	750	0
DISTRICT 8 Vtrans St. Albans State Garage 680 Lower Newton Road St. Albans, VT 05478	860	0
DISTRICT 9 Vtrans Derby State Garage 4611 US Route 5 Newport, VT 05885	840	0

500 LBS

Please specify minimum truckload by weight:

\$100

Please specify price stop off charge per location for multiple location deliveries:

ATTACHMENT "L"  
STATE OF NEW  
HAMPSHIRE

ADDRESS	Basic Freight Charge \$	Additional Cost / Mile \$
DISTRICT 1 NH DOT  180 Spruceville Road, West Milan, NH 03588 500 Dartmouth College Highway, Twin Mountain, NH 03595	840	0
DISTRICT 2 NH DOT  Steel Culvert Pipe = Patrol Shed 205 490 Route 118 Canaan, NH 03741 Or, Patrol Shed 210, 17 Switch Road, Andover, NH 03216	630	0
DISTRICT 3 NH DOT  Ossipee Shed, 20 Old Route 28, Ossipee, NH 03864 – ½ mile north of Carrol County Court House Patrol Shed 309, 142 Parade Road, Meredith NH 03253	670	0
DISTRICT 4 NH DOT  NHDOT District 4 Warehouse, 19 Base Hill Road Swanzey, NH 03446-9998	480	0
DISTRICT 5 NH DOT  District Five Patrol Shed 512, 469 Mammoth Road (Rt. 128 South of Junction of Rt. 28) Londonderry NH 03053	520	0
DISTRICT 6 NH DOT  District Six Patrol Shed 605, South Side of Pinkham Road, Off Route 125, 0.7 Miles North of Lee Traffic Circle Approx. ¼ Mile East of Route 125 Lee NH 03824	590	0
Please specify minimum truckload by weight:	500	LBS
Please specify price stop off charge per location for multiple location deliveries:	\$100	



**Additional Optional Items from Contech for Tri-State Contract - Culverts**

11/5/2015

These gauge corrugation combos meet all highway loading combinations

Diameter in Inches	Steel Gauge	Corrugation in Steel	Galvanized Steel Price	Aluminized Steel Price	Polymer Price	Aluminum Gauge	Corrugation Aluminum	Aluminum Price
12	16	2 2/3" x 1/2"	\$7.30	\$8.00	\$10.60	16	2 2/3" x 1/2"	\$8.42
15	16	2 2/3" x 1/2"	\$8.76	\$9.60	\$12.72	16	2 2/3" x 1/2"	\$10.52
18	16	2 2/3" x 1/2"	\$10.95	\$12.00	\$15.90	16	2 2/3" x 1/2"	\$12.62
21	16	2 2/3" x 1/2"	\$12.41	\$13.60	\$18.02	16	2 2/3" x 1/2"	\$14.73
24	16	2 2/3" x 1/2"	\$13.87	\$15.20	\$20.14	16	2 2/3" x 1/2"	\$16.57
30	16	2 2/3" x 1/2"	\$21.90	\$24.00	\$31.80	14	2 2/3" x 1/2"	\$25.77
36	16	2 2/3" x 1/2"	\$21.17	\$23.20	\$30.74	14	2 2/3" x 1/2"	\$31.03
42	16	2 2/3" x 1/2"	\$24.82	\$27.20	\$36.04	16	3" x 1"	\$43.68
48	14	2 2/3 x 1/2	\$35.04	\$38.40	\$50.88	16	3" x 1"	\$49.69
54	14	5" x 1"	\$44.53	\$48.80	\$70.76	16	3" x 1"	\$55.97
60	14	5 x 1	\$48.91	\$53.60	\$77.72	14	3" x 1"	\$61.97
66	14	5 x 1	\$54.02	\$59.20	\$85.84	14	3" x 1"	\$67.98
72	14	5 x 1	\$59.13	\$64.80	\$93.96	14	3" x 1"	\$73.98
78	14	5 x 1	\$63.51	\$69.60	\$100.92	14	3" x 1"	\$79.99
84	14	5 x 1	\$68.62	\$75.20	\$109.04	12	3" x 1"	\$118.76
90	14	5 x 1	\$73.00	\$80.00	\$116.00	12	3" x 1"	\$127.22
96	14	5 x 1	\$78.11	\$85.60	\$124.12	10	3" x 1"	\$172.54
102	12	5 x 1	\$113.15	\$124.00	\$179.80	10	3" x 1"	\$181.82
108	12	5 x 1	\$120.45	\$132.00	\$191.40	10	3" x 1"	\$193.83
114	12	5 x 1	\$127.02	\$139.20	\$201.84			
120	12	5" x 1"	\$133.59	\$146.40	\$212.28			

Bands extra on above as 1' of pipe thru 12"-24", 1.5' of pipe 30"-60" and 2' of pipe for 66"-120"

All items are plus freight as detailed in the contract

<b>Steel Reinforced HDPE (Duro-Maxx)</b>					
Diameter	Price	Joint	Diameter	Price	Joint
30"	\$51.00	bell and Spigot	54"	\$112.00	B & S
36"	\$68.00	B & S	60"	\$107.00	B & S
42"	\$79.00	B & S	66"	\$253.00	B & S
48"	\$86.00	B & S	72"	\$272.00	B & S
			84"	\$411.00	B & S
			96"	\$413.00	plain end
			108"	\$545.00	plain end
			120"	\$670.00	plain end

