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

DATE: April 18, 2017

CONTRACT #: 8002154 **NIGP CODE:** 775-0000

CONTRACT FOR: Pellet Magnesium Chloride

CONTRACTOR: W.B. Mason **VENDOR CODE #:** 174526

SUBMITTED FOR ACCEPTANCE BY:

Laura Ingram

LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 4/18/17

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RECOMMENDED FOR ACCEPTANCE BY:

Alan Hofmann

ALAN HOFMANN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY
DATE 4/18/17

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RECOMMENDED FOR ACCEPTANCE BY:

Paul L. Rhodes

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 4/18/17

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APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY
DATE 4/18/17

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ENDORSED FOR ACCEPTANCE BY:

Lisa M Pollard

LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 4-19-17

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

Vicki C. Quiram

VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES
DATE 4/20/17

Revised 4/18/17 PAR

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

Date: 03/09/17

Bid No.: 1968-17

Date of Bid Closing: 03/22/17
Time of Bid Closing: 1:30 PM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Laura Ingram: E-mail laura.ingram@NH.Gov
EMAIL YOUR BID TO:PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: FLAKE CALCIUM & PELLET MAGNESIUM CHLORIDE

[Insert name of signor] Daniel Orr Jr., on behalf of W.B.Mason Co. Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #1968-17 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature _____ **Authorized Signor's Title** Senior V.P.

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Plymouth **STATE:** MA. **ZIP:** 02301

On the 17th **day of** March**, 2017, personally appeared before me, the above named** Daniel Orr Jr.**, in his/her capacity as authorized representative of** _____**, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.**

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

_____
(Notary Public/Justice of the Peace)

My commission expires: August 19, 2022 **(Date)**

Form P31-B

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

ROBYN HINMAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 19, 2022

Last Updated: 3/3/2017 LMP

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

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

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

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

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

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

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

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

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

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

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

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

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

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

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

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. 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 list 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 Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

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

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

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

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

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

BID INVITATION FOR: *FLAKE CALCIUM & PELLET MAGNESIUM CHLORIDE*

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

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

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

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

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

Questions shall be submitted by E-mail to Laura Ingram at the following address: laura.ingram@NH.Gov.

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

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

03/09/2017	Bid Solicitation distributed on or by
03/16/2017	Last day for questions, clarifications, and/or requested changes to bid
03/22/2017	1:30 (EST) PM Bid Closing
03/23/2017	Estimated Award of contract

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

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

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase

order, even if said terms and/or conditions contain language to the contrary.

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

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

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is *not* acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

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

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

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

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

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

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

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

CONTRACT TERM:
The term of the contract shall be from May 1, 2017 or the date of award, whichever is later, through April 30, 2018, a period of approximately one (1) year, upon approval of the Commissioner of the Department of Administrative Services.

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

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

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

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

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

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

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

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), shall **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://www.sos.nh.gov/corporate.

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

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

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

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

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

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

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

ESTIMATED CONTRACT VALUE:
The annual value of the contract is estimated to be $6,500. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

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

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

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

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

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall 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 shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and

there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

DELIVERY TIME:
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) 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.

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

PAYMENT:
Payments shall be made via ACH or Procurement Card (P-Card = Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments: http://www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P**. Eligible participants shall negotiate their own payment methods with awarded vendor.

Please select payment method (you may choose both)

Payments shall be made via ACH: Yes (Yes/No)

Payments shall be made via Procurement Card (Visa Credit Card). At no additional charge to the State Yes (Yes/No)

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

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

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

SPECIFICATION - FOR FLAKE CALCIUM CHLORIDE

Flake calcium chloride shall have minimum calcium content of 77% and must meet the requirements of AASHTO Designation M-144. Requirements for 'Total Alkali Chlorides' or most recent revision and other impurities shall not apply.

SPECIFICATION – MAGNESIUM CHLORIDE - PELLETS

MAJOR CONSTITUENTS		RANGE minimum	RANGE maximum
Magnesium chloride	(MgCl2)	46%	48%
Calcium Chloride	(CaCl2)	2.0%	3.0%
Sodium Chloride	(NaCl2)	0.5%	1.0%
Potassium Chloride	(KCl)	0.2%	1.0%

Appearance: Translucent Off White, Pellets

SPECIFICATION - TRANSIT PROTECTION

Deliveries of bagged calcium chloride flake or magnesium chloride pellets shall be protected in transit by utilizing an enclosed trailer or open trailer with tight, waterproof coverings to avoid moisture and damage. Said covering to be placed on load to prevent moisture or damage to bags during transit. If bidder chooses to use an open trailer, torn, ripped or permeable load covers or torn, ripped or otherwise moisture penetrated bags are unacceptable and may be considered cause for rejection of load.

The State of New Hampshire requires that all deliveries be made in complete compliance with existing state, national, provincial laws or regulations. Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler or both.

SPECIFICATION - PACKAGING

Flake calcium chloride and / or pellet magnesium chloride deliveries will be in truckloads or less than truckloads of (50) fifty-lb. bags, either plastic or multi-wall paper.

TRUCK LOAD SIZE:

A truck load (45,000 pounds) consists of 900 - 50pound BAGS.
Each truck load contains 22.5 tons.

LESS THAN TRUCK LOAD QUANTITIES:

Requesting agencies shall be allowed to request and the awarded vendor(s) shall be allowed to quote on quantities of calcium flake or magnesium pellets in less than the full truck load quantities (45,000 lb truck loads – 900 x 50 lb.) as requested. The transaction shall be allowed under contract as long as the transaction is quoted and accepted by the requesting agency and the vendor prior to delivery.

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

SECTION A, FLAKE CALCIUM CHLORIDE

GEOGRAPHICAL REGIONS	Per Ton (A)	Tons (B)	Total (A * B = C)
DISTRICT 01	$ 418.80	22.5	$ 9,423.00
DISTRICT 02	$ 418.80	22.5	$ 9,423.00
DISTRICT 03	$ 418.80	22.5	$ 9,423.00
DISTRICT 04	$ 418.80	22.5	$ 9,423.00
DISTRICT 05 & CENTRAL TURNPIKES	$ 418.80	22.5	$ 9,423.00
DISTRICT 06 & EASTERN TURNPIKES	$ 418.80	22.5	$ 9,423.00
		Award total (sum of all totals)	$ 56,538.00

OFFER SECTION B:

The bidder hereby offers to furnish bulk shipments of PELLET MAGNESIUM CHLORIDE, in 50 lb. plastic or multi-wall bags, to any location, which falls within the boundaries of the districts listed below:

SECTION B, PELLET MAGNESIUM CHLORIDE

GEOGRAPHICAL REGIONS	Per Ton (A)	Tons (B)	Total (A * B = C)
DISTRICT 01	$ 347.20	22.5	$ 7,812.00
DISTRICT 02	$ 347.20	22.5	$ 7,812.00
DISTRICT 03	$ 347.20	22.5	$ 7,812.00
DISTRICT 04	$ 347.20	22.5	$ 7,812.00
DISTRICT 05 & CENTRAL TURNPIKES	$ 347.20	22.5	$ 7,812.00
DISTRICT 06 & EASTERN TURNPIKES	$ 347.20	22.5	$ 7,812.00
		Award total (sum of all totals)	$ 46,872.00

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:

Luke Bergeron
Contact Person

888-926-2766
Local Telephone Number

888-926-2766
Toll Free Telephone Number

888-486-8823
Fax Number

luke.bergeron@WBMASON.COM
E-mail Address

www.wbmason.com
Company Website

W.B.Mason Co. Inc.
Vendor Company Name

05-180-7493
DUNS #

274 West Cummings Park, Woburn, MA. 01801
Vendor Address

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