

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

Date: 6/17/16

NOTICE OF CONTRACT

REVISED

COMMODITY: ASPHALT (PICK UP AND/OR DELIVERED)

CONTRACT NO.: Multiple – See attached

NIGP: 745-0000

VENDOR: Multiple – See attached

EFFECTIVE FROM: March 24, 2015 - December 31, 2017

TERMS: Net 30

DELIVERY TIME: 3 Working days ARO

ORDERING: See Instructions Below

MINIMUM ORDERS: There is no minimum order required under this contract.

NOTE: The purpose of this contract is for the purchase of asphalt and asphalt related products. Although the attached price lists may include other non-asphalt products, those items are not covered by this contract. Specifically, items that are covered under other state-wide contracts are to be excluded from this contract such as gravel, sand, stone, concrete, etc.

Questions: Robert Lawson, Purchasing Agent
(603) 271-3147 or Robert.Lawson@nh.gov

<u>CONTRACTOR</u>	<u>CONTRACT #</u>	<u>VENDOR #</u>
AMMONOOSUC ASPHALT, INC.	8001683	165171
BROX INDUSTRIES, INC.	8001684	177569
CONTINENTAL PAVING, INC.	8001685	155350
MITCHELL SAND & GRAVEL	8001686	225114
LANE CONSTRUCTION	8001687	177594
COLD RIVER MATERIALS	8001688	177594
PIKE INDUSTRIES, INC.	8001689	177300
HARD DRIVES OF NEW ENGLAND	8001690	264696
BENEVENTO COMPANIES	8001796	167566
BLAKTOP, INC	8001797	154102
GMI ASPHALT	8002044	172481

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.

- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Contractor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

PRICE ADJUSTMENTS:

The Contractor may adjust prices; however adjustments shall not exceed the producer price index (Asphalt and related products) percent increase. Under no circumstances will the Contractor charge the State of New Hampshire prices for any product in excess of prices being charged to the general trade.

Price decreases shall become effective immediately as they become effective to the general trade.

ORDERING PROCEDURE:

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

DELIVERY TIME:

The Contractor will be required to accomplish delivery of any item ordered under the contract within three (3) working days from the placement of the order. Delivery shall be coordinated with the agency on the delivery date and shall be delivered within the agreed upon timeframe.

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 will be in accordance with their individual requirements.

BALANCE OF PRODUCT LINE:

During the term of the contract, the State may purchase other like products from the Contractor's Balance of Product Line. This shall include only the purchase of other asphalt related products. **Please note: agencies will not be permitted to enter into rental agreements. Rental agreements shall be entirely separate agreements and shall be between the vendor and the agency.**

DELIVERY CHARGES:

There are situations where delivery of asphalt to a DOT work location by the asphalt producer is desirable. Where applicable Contractors have provided a delivery charge per mile or other rates for delivery and method of calculation. In cases where a Contractor's price list charges a per mile charge for delivery the distance from asphalt plant to work location will be as agreed upon by the Contractor and by NHDOT using Google Maps.

DELIVERY LOCATIONS:

Contractors are expected to service all current State of New Hampshire agency/institution locations within the facility's normal delivery area.