

STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301

DATE: 4/27/15

NOTICE OF CONTRACT

CONTRACT: CONCRETE (DELIVERED &/OR PUMPED)
CONTRACT NO.: MULTIPLE - SEE CONTRACT SUMMARY ATTACHED
NIGP CODE: 750-0000
VENDOR: MULTIPLE - SEE CONTRACT SUMMARY ATTACHED
CONTACT INFO: MULTIPLE - SEE CONTRACT SUMMARY ATTACHED
EFFECTIVE FROM: PRESENT THROUGH: SEPTEMBER 30, 2017
TERMS: NET-30
PRODUCTS & PRICES: SEE ATTACHED
DELIVERY TIME: 3 WORKING DAYS ARO
F.O.B.: FOB DESTINATION
ORDERING: SEE INSTRUCTIONS BELOW
MINIMUM ORDERS: NONE

QUESTIONS: Katie Daley, Purchasing Agent
Phone: 603-271-3135
E-Mail: kathleen.daley@nh.gov

CONTRACTOR	CONTRACT #	VENDOR #
ON-DEMAND CONCRETE/PLOURDE SAND & GRAVEL	8001622	154603
CENTRAL NH CONCRETE CORP.	8001623	174194
REDIMIX COMPANIES	8001624	177643
CARROLL CONCRETE	8001625	154279
COLEMAN CONCRETE	8001626	158143
MICHIE	8001710	154844

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.

PRICES:

Prices must be in US dollars and must include delivery and all other costs. 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.

PRICE ADJUSTMENTS:

Vendor/s may adjust their prices; however adjustments shall not exceed the producer price index (concrete and related products – ready mix concrete) percent increase. Under no circumstances will the Contractor charge the State of New Hampshire prices for any product in excess of the 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.

AUDITS AND ACCOUNTING:

Contractor 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 contract.

At intervals during the contract term, and prior to the termination of the contract, the Contractor 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.

DELIVERY TIME:

Contractor shall 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. For large quantity orders, the above required delivery timeframe may be extended to the agreed upon date between the requesting agency and the vendor.

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

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:

Contractor shall resolve all order and invoice discrepancies within five business days from notification. Unauthorized substitutions for any products are not allowed.

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.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS

During the term of the contract, the State may purchase other like products from the successful bidder's Balance of Product Line, as the items listed in the "Offer" section are only a sampling of the items purchased. These shall include only the purchase of other concrete 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 concrete to a DOT work location by the concrete producer is desirable. Delivery costs shall be agreed upon between the Contractor and the State Agency prior to placement of any order. If any pricing is based on the distance from the production facility and the job site the distance from concrete plant to work location will be as agreed upon by the Bidder and by NHDOT using Google Maps or other acceptable method.