

JCM



William Cass, P.E.
Assistant Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

32



Andre Briere
Deputy Commissioner

Bureau of Highway Maintenance
November 21, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to MOP 150 VII (C) authorize the Department of Transportation (DOT) to purchase flexible carbide plow blades for plows utilized in snow and ice removal on state highways and interstates from Chemung Supply Corporation (Vendor Code 164728) in the amount of \$402,019.20 effective upon Governor and Council approval, through June 30, 2023. 100% Highway Funds.

Funding is available as follows:	<u>FY 2023</u>
04-096-096-960515-2928	
Winter Maintenance	
020-500200 Current Supplies	\$402,019.20

EXPLANATION

The Department of Transportation is responsible for the operation and maintenance of the state highway system. This includes plowing snow from the roadway surfaces. Plow blades are necessary for the operation of snowplows.

Following Chapter Adm 600 Procurement and Property rules, a bid was posted (48-23) on the Department of Administrative Services bid website on October 5, 2022. Bids were received from 4 vendors: Bucyrus Blades, Chemung Supply, Valk Manufacturing Company, and Winter Equipment. On October 20, 2022, the low bidder Chemung was awarded the bid for 36" and 48" flexible carbide plow blades.

Your approval for this purchase is respectfully requested.

Sincerely,

William Cass, P.E.
Assistant Commissioner

Attachments



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
4013152
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 11/14/2022
 Status: ORIGINAL
 Ship Via:
 FOB: Destination
 Freight Terms: Vendor Paid
 Terms: Net 30
 Due Days: 30

Bill To: NHDOT HIGHWAY MAINTENANCE
 PO BOX 483
 CONCORD NH 03302-0483

CHEMUNG SUPPLY CORPORATION
 2420 CORNING ROAD
 PO BOX 527
 ELMIRA NY 14902

Ship To:
 SEE LINE DETAIL
 SEE LINE DETAIL

Phone: (607) 733-5506 AGENCY CONTACT: MARK KIROUAC 603-271-2693
 Fax: 91 (607) 732-5379

Vendor #: 164728
 Contact: MIKE MENNER

In accordance with Bid: 48-23

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before December 2, 2022 unless specified by line Contact: Christine Bonoli-Stohlberg Phone: (603) 271-2693		
1	100.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	228.42000	22,842.00
2	50.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Vendor Item Number: DELIVER TO DISTRICT 2 Vendor Item Desc:	228.42000	11,421.00
3	160.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Deliver on or before December 3, 2022 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	228.42000	36,547.20
4	50.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	228.42000	11,421.00
5	100.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Vendor Item Number: DELIVER TO DISTRICT 5 Vendor Item Desc:	228.42000	22,842.00
6	60.00	EA	1.14 FLEXIBLE BLADES 3 FT Section 7/8" X 6" X 36" Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	228.42000	13,705.20
7	200.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	304.56000	60,912.00
8	100.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 2 Vendor Item Desc:	304.56000	30,456.00
9	200.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	304.56000	60,912.00

Buyer: Gary S Lunetta
 Phone: 603 271 2650
 Process Level: 09600

Total Amount: \$402,019.20

***** CONTINUED *****



State of New Hampshire Purchase Order

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 Terms: Net 30
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 PO BOX 483
 CONCORD NH 03302-0483

CHEMUNG SUPPLY CORPORATION
 2420 CORNING ROAD
 PO BOX 527
 ELMIRA NY 14902

Ship To:
 SEE LINE DETAIL
 SEE LINE DETAIL

Phone: (607) 733-5506
 Fax: 91 (607) 732-5379

AGENCY CONTACT: MARK KIROUAC 603-271-2693

Vendor #: 164728
 Contact: MIKE MENNER

In accordance with Bid: 48-23

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	100.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	304.56000	30,456.00
11	200.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 5 Vendor Item Desc:	304.56000	60,912.00
12	130.00	EA	1.15 FLEXIBLE BLADES 4 FT Section 7/8" X 6" X 48" Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	304.56000	39,592.80
Purchase Order Summary					
				Goods Total:	\$402,019.20
				Order Total:	\$402,019.20

Buyer: Gary S Lunetta
 Phone: 603 271 2650
 Process Level: 09600

Total Amount: \$402,019.20

***** CONTINUED *****



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER 4013152
This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 11/14/2022
Status: ORIGINAL
Ship Via:
FOB: Destination
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Bill To: NHDOT HIGHWAY MAINTENANCE
PO BOX 483
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CHEMUNG SUPPLY CORPORATION
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Ship To:
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Phone: (607) 733-5506 AGENCY CONTACT: MARK KIROUAC 603-271-2693
Fax: 91 (607) 732-5379

Vendor #: 164728
Contact: MIKE MENNER

In accordance with Bid: 48-23

Table with 5 columns: LINE, QTY, UOM, DESCRIPTION, UNIT PRICE, EXTENDED PRICE. The table contains detailed delivery instructions for NHDOT Highway Maintenance Districts, including contact information for various districts and NHDOT charges.

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

Total Amount: \$402,019.20

Purchase Approval (signature)

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any 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. In addition, the Vendor shall comply with all applicable copyright 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 proposal or bid invitation and the Vendor's response. 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 contractor 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 repurchase similar items from any other source without competitive process, 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 branch and or agency. However, the branch and or 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 shipment.

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 proposal 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, 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 delegate ("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 regarding 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 Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based 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 Vendor agrees to indemnify and defend the State of New Hampshire 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.

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 10/5/2022
Bid No.: 48-23
Date of Bid Closing: 10/20/22
Time of Bid Closing: 10:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO Jeff Haley: E-mail Jonah.L.Rosa@DAS.NH.Gov.
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR: SNOW PLOW BLADES AND ATTACHMENTS

[Insert name of signor] Mike Manner, on behalf of Chemung Supply Corp [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 # 48-23 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 Closing 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 [Signature] Authorized Signor's Title VP, Winter Products

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Chemung STATE: NY ZIP: 14903

On the 19th day of October, 2022, personally appeared before me, the above named Mike Manner in his/her capacity as authorized representative of Chemung, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
[Signature] (Notary Public/Justice of the Peace)

LISA A. GRAY
Notary Public, State of New York
Chemung County No. 01GR6382476
Commission Expires October 29, 2026

My commission expires: 10/29/26 (Date)

Form F31-A

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.

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 closing. 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 closing. 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 closing, 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.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 10/11/2022

ADDENDUM # 01 TO BID INVITATION # 48-23

DATE OF BID CLOSING: 10/20/2022

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Snow Plow Blades and Accessories

Question 1:

Can you please confirm if the above referenced bid requires a bond or Certified check?

State Response: This bid does not require a bond or certified check.

PURCHASING AGENT: Jonah Rosa
E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Chemung Supply Corp. **ADDRESS** 2420 Corning Rd, Elmira, NY 14903

BY 
(this document must be signed)
Mike Mener **TEL. NO.** 607-733-5506
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 10/18/2022

ADDENDUM # 02 TO BID INVITATION # 48-23

DATE OF BID CLOSING: 10/20/2022

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Snow Plow Blades and Accessories

Question 1:

Pricing for section 6 refers to a 28" Tungsten carbide plow blade and a 40" tungsten carbide plow blade, however, in the specifications, no complete size is given. Additionally, section 4.1 for section 6 asks for cutting edges in three sections, which is not applicable to 28" or 40" blades. Section 4.3 mentions 44" blade sections. Can you please provide the entire size dimensions for section 6 pricing, as well as any drawings that you may have?

State Response: In Section 6, the drawing that applies for the entry for a quantity of 32 blades labeled "28" Tungsten Carbide Plow Blades Per Attached Specification" is the drawing labeled "Section 28C". In Section 6, the drawing that applies for the entry for a quantity of 21 blades labeled "40" Tungsten Carbide Plow Blades Per Attached Specification" is the drawing labeled "Section 40".

PURCHASING AGENT: Jonah Rosa
E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Chem-g Supply Corp ADDRESS 2420 Corning Rd.
BY [Signature] Elmira, NY 14903
(this document must be signed)
Mike Manner TEL. NO. 607-733-5506
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Snow Plow Blades and	Agency	DOT
RFB#	48-23	Requisition#	223524, 223770, 223882, 223883, 224010, 224257
Agent Name	Jonah Rosa	Bid Closing	10/20/2022 @ 10:00 AM

Product Description	Bucyrus Blades	Chemung Supply	Valk Mfg Co	Winter Equipment
Section 1	no bid	\$129,733.70	\$146,219.10	\$131,042.30
Section 2	\$576,881.62	\$494,263.72	no bid	\$1,064,795.00
Section 3	\$57,927.60	no bid	no bid	\$19,364.00
Section 4	no bid	\$10,505.59	no bid	no bid
Section 5	\$115,552.55	\$91,874.48	no bid	\$108,726.00
Section 6	no bid	\$7,463.98	\$8,203.87	no bid
TOTAL	\$750,361.77	\$604,107.77	\$8,203.87	\$1,192,885.00

Recommendation Summary (Applicable for Contracts Only)		
Statewide Contract or Amendment		
Term of Contract		
Price Limitation		
Number of Solicitations Received		
Number of Sourced Bidders		
Number of NIGP Vendors Sourced		
Number of Bid Declines (with reason)		
P-37 Checklist Complete		
D&B Report Attached		
Terms of Payment (P-card/ACH)		
FOB Delivered		
Expiring Contract Price Limitation		
Total Cost Savings (\$/%)	\$	Increase/Savings

Special Notes:	
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