



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

44A



Andre Briere
Deputy Commissioner

Bureau of Mechanical Services
November 30, 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 dump bodies for trucks utilized for summer and winter maintenance including snow and ice removal on state highways and interstates from Henderson Products Inc, (Vendor Code 219507) in the amount of \$256,706 effective upon Governor and Council approval through June 30, 2023. 100% Highway Funds.

Funding is available as follows: FY 2023

04-96-96-960515-3005
Mechanical Services Bureau
030-500320 Motor Vehicles (Replace) \$256,706

EXPLANATION

The Department of Transportation is responsible for the operation and maintenance of the state highway system. This includes summer and winter roadway maintenance. Mechanical Services outfits all the trucks operated by the Department. This purchase will be used to upfit the required replacement of large 10- and 6-wheel dump trucks that are reaching the end of their life cycle.

Following Chapter Adm 600 Procurement and Property rules, a bid was posted (97-23) on the Department of Administrative Services bid website on October 31, 2022. Bids were received from 3 vendors: Messer Truck Equipment, Henderson Products Inc, and HP Fairfield. On November 29, 2022, the low bidder, Henderson Products, Inc was awarded the bid for the required dump bodies.

Your approval for this purchase is respectfully requested.

Sincerely,

William Cass, P.E.
Commissioner

Attachments



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
4013192
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 12/05/2022
 Status: DRAFT
 Ship Via:
 FOB: Destination
 Freight Terms: Vendor Paid
 Terms: Net 30
 Due Days: 30

Bill To: DOT MECHANICAL SERVICES OFFICE
 ATTN: ACCOUNTS PAYABLE
 PO BOX 483
 CONCORD NH 03302

HENDERSON PRODUCTS INC
 1085 SOUTH 3RD STREET
 MANCHESTER IA 52057

Ship To:
 MECHANICAL SERVICES OFFICE
 33 SMOKEY BEAR BLVD
 CONCORD NH 03301

Phone: (800) 359-4970 AGENCY CONTACT: Tara Merrifield 603-271-1667
 Fax: 91 (563) 927-2521

Vendor #: 219507
 Contact: Janet Tobin

In accordance with RFB 97-23

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	5.00	EA	10-12 CY DUMP BODY 10-12 CY DUMP BODY per spec Deliver on or before June 30, 2023 Vendor Item Number: 10-12 CY DUMP BODY PER BID SPEC Vendor Item Desc:	21,954.00000	109,770.00
2	8.00	EA	4-6 CY DUMP BODY 4-6 CY DUMP BODY per spec Deliver on or before June 30, 2023 Vendor Item Number: 4-6 CY DUMP BODY PER BID SPEC Vendor Item Desc:	18,367.00000	146,936.00
Purchase Order Summary					
				Goods Total:	\$256,706.00
				Order Total:	\$256,706.00

Buyer: Denise Rice
 Phone: 603-271-3350
 Process Level: 09600

Total Amount: \$256,706.00

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 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 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.

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.

OFFER:

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price:

Section 1: Dump Body				
QTY	UNIT	DESCRIPTION	UNIT COST	DELIVERED EXT. COST
10	EA	4-6 CUBIC YARD DUMP BODY	\$ 18,367.00	\$ 183,670.00
7	EA	10-12 CUBIC YARD DUMP BODY	\$ 21,954.00	\$ 153,678.00
TOTAL				\$ 337,348.00

MFG/MAKE/MODEL HENDERSON
 FOR 9FT (4-6CY) BODIES MODEL 172163
 FOR 12FT (10-12CY) BODIES MODEL 172172

DELIVERY TIME:

Successful Vendor agrees to complete delivery of items prior to June30, 2023 after receipt of Purchase Order or sooner to location noted on Page 8 FOB. Delivery time allows for pilots to be supplied. Prices offered shall include all products and delivery costs. **HENDERSON WILL COMPLY WITH DELIVERY**

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>JANET TOBIN</u>	<u>563-927-7267</u>	<u>800-359-4970</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>JTOBIN@HENDERSONPRODUCTS.COM</u>	<u>WWW.HENDERSONPRODUCTS.COM</u>	
E-mail Address	Company Website	
<u>HENDERSON PRODUCTS INC</u>	<u>1085 SOUTH 3RD STREET MANCHESTER, IA 52057</u>	
Vendor Company Name	Vendor Address	

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

ATTACHMENTS:

- The following attachments are an integral part of this bid invitation:
- Attachment 1: Specification Drawings for 4-6 Cubic Yard Cross Member- Less Dump Body with Cab Protector (unmounted/primed only)
 - Attachment 2: Specification Drawings for 10-12 Cubic Yard Cross Member- Less Dump Body with Cab Protector (unmounted/primed only)
 - Attachment 3: Paint Primer Coatings Spec
 - Attachment 4: Specification for 4-6 Cubic Yard Cross Member-Less Dump Body with Cab Protector (unmounted/primed only)
 - Attachment 5: Specification for 10-12 Cubic Yard Cross Member-Less Dump Body with Cab Protector (unmounted/primed only)

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 286 336 015 44

Passcode: vtKu8L

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 603-931-4944,88551187# United States, Concord

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: 10/31/2022
Bid No.: 97-23
Date of Bid Closing: 11/08/22
Time of Bid Closing: 11:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO Denise Rice: E-mail Denise.A.Rice@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR: MISCELLANEOUS DUMP BODY UNITS

[Insert name of signor] Patrick Lentz, on behalf of Henderson Products, 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 # 97-23 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 Patrick Lentz Authorized Signor's Title Director of Finance

NOTARY PUBLIC/JUSTICE OF THE PEACE

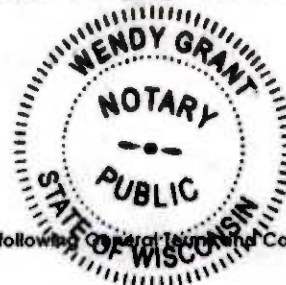
COUNTY: Milwaukee STATE: WI ZIP: 53224

On the 1st day of November, 2022, personally appeared before me, the above named Patrick Charles in his/her capacity as authorized representative of Henderson, 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 whereof, I hereunto set my hand and official seal.

Wendy Grant (Notary Public/Justice of the Peace)

My commission expires: May 30, 2023 (Date)



Form P31-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:



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Miscellaneous Dump Bodies	Agency	DOT
RFB#	97-23	Requisition#	224500 and 224609
Agent Name	Denise Rice	Bid Closing	11/15/2022

Quantity	UOM	Product Description	HENDERSON		FAIRFIELD		MESSER (NON COMPLIANT)	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
10	EA	4-6 CUBIC YARD DUMP BODY	\$18,367.00	\$183,670.00	\$16,635.00	\$166,350.00		
7	EA	10-12 CUBIC YARD DUMP BODY	\$21,954.00	\$153,678.00	\$24,645.00	\$172,515.00		
TOTAL			\$40,321.00	\$337,348.00	\$41,280.00	\$338,865.00		

Special Notes:	Messer Truck Equipment made multiple changes to the specifications regarding materials to be used making them non-compliant.
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