

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 26, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services Bureau of Courts to enter into a **Sole Source** amendment to an existing contract (Contract #8003185) with HOWARD P. FAIRFIELD, LLC (VC#175087), Hopkinton, NH, for spreader parts, compu-spread, with a price limitation increase of \$681,260.71 from \$378,574.17 to an amount up to and not to exceed \$1,059,834.88 effective upon Governor and Council approval through October 31, 2025. The original contract (Contract #8003185) was approved by Governor and Executive Council, Item #107, on February 22, 2023.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

As previously stated, the original contract (Contract #8003185) was approved by Governor and Executive Council, Item #107, on February 22, 2023, and is set to expire on October 31, 2025, a duration of three (3) years. The current price limitation for the contract (Contract #8003185) is \$378,574.17.

This request is **Sole Source** due to the requested increase being more than 10% of the current price limitation and the immediate needs of the Department of Transportation (DOT) to acquire spreader parts for their trucks.

The Department of Transportation placed a requisition for replacement spreader parts in the amount of \$310,509.84 which represents over 80% of the original contract price limitation. Processing this requisition and including the previous contract spend will leave a contract balance of -\$81,290.47 for the remaining two years of the contract. DAS performed a spend analysis and provided DOT with the findings from contract inception to date. DOT confirmed numbers and provided projections for upcoming contract purchases through October 31, 2025.

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

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DOT purchases would provide new spreader systems for 57 plow trucks through FY25 with an estimated spend of \$11,951.94 per truck. DAS is requesting a contract price limitation increase of \$681,260.71 from \$378,574.17 to an amount up to and not to exceed \$1,059,834.88 for the remaining contract term.

Contract financials	
Current price limitation	\$378,574.17
Current contract spend	\$149,354.80
Current contract balance	\$229,219.37
Requested price limitation increase (remaining contract term)	\$681,260.71
New requested price limitation	\$1,059,834.88

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with HOWARD P. FAIRFIELD, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

Year	ACH Spend	P-Card Spend	Total Spend			
					\$378,574.18	Price Limitation
2023	\$140,066.25	\$48,220.44	\$188,286.69	2/22/2023	\$167,196.49	Average Year Spend
2024	\$284,453.47	\$28,849.32	\$313,302.79	19-Apr	\$501,589.48	Total spend
2025	\$0.00	\$0.00	\$0.00		-\$123,015.30	Remaining Balance
<b>Totals</b>	<b>\$424,519.72</b>	<b>\$77,069.76</b>	<b>\$501,589.48</b>			

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN HOWARD P. FAIRFIELD, LLC AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SPREADER PARTS – COMPU-SPREAD  
CONTRACT # 8003185**

This First Amendment (hereinafter referred to as the “Amendment”), dated this 29 day of May, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as “the State”) and Howard P. Fairfield, LLC (hereinafter referred to as “the Contractor”) for Spreader Parts – Compu-Spread.

WHEREAS, pursuant to an agreement effective November, 1, 2022, and approved by Governor and Executive Council, Item #107, on February 22, 2023, and set to expire October 31, 2025, (hereinafter referred to as “the Agreement”), the Contractor agreed to perform certain Spreader Parts – Compu-Spread commodities for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8     \$1,059,834.88
2. Delete in its entirety Exhibit C, Price Limitation and substitute the following:  
       \$1,059,834.88
3. All other provisions of the Agreement, approved by the Governor and Executive Council, Item #107, on February 22, 2023, shall remain in full force and effect.

**HOWARD P. FAIRFIELD, LLC**

By: *[Signature]*

Phil Wangle  
(Print Name)

Title: President

Date: 5/29/2024

**STATE OF NEW HAMPSHIRE**

By: *[Signature]*

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 5/30/24

**OFFICE OF THE ATTORNEY GENERAL**

By: *Duncan A. Edgar*

Duncan A. Edgar  
(Print Name)

Title: Assistant Attorney General

Date: June 10, 2024

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

Signed: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

# State of New Hampshire

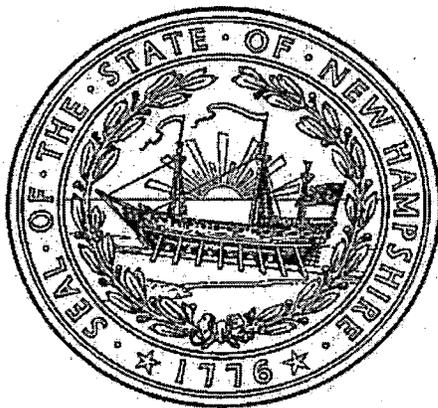
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOWARD P. FAIRFIELD, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 09, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 567234

Certificate Number: 0006683556



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**HOWARD P. FAIRFIELD, LLC**

**UNANIMOUS CONSENT OF MANAGERS  
IN LIEU OF A SPECIAL MEETING OF MANAGERS**

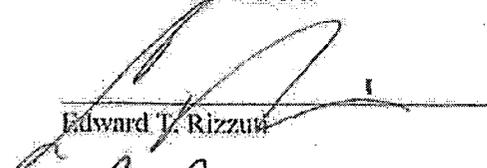
Pursuant to Delaware law, the undersigned, being all of the Managers of HOWARD P. FAIRFIELD, LLC, a Delaware limited liability company (the "Company"), by this instrument and in lieu of a special meeting of the managers of the Company, hereby consent to the adoption of the following resolutions:

RESOLVED, that Philip Nangle, President of the Company and Scott Colby, Controller of the Company are authorized and directed to negotiate and approve commercial and other customer contracts in connection with the sale of the Company's products on behalf of the Company and to do and perform all acts and things which they deem to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

DATED EFFECTIVE the 20<sup>th</sup> day of December, 2022.

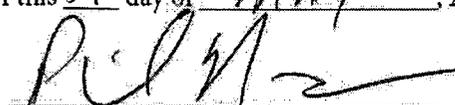
MANAGERS:

  
\_\_\_\_\_  
Michael A. Haberman

  
\_\_\_\_\_  
Edward J. Rizzuto

  
\_\_\_\_\_  
Richard J. Wehrle

This certificate remains valid and true as of this 29<sup>th</sup> day of MAY, 2024.

  
\_\_\_\_\_  
Philip Nangle, President





# EVIDENCE OF PROPERTY INSURANCE

YZGGF2JM

DATE (MM/DD/YYYY)  
12/28/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> McGriff Insurance Services, LLC 5080 Spectrum Dr., Suite 900E Addison, TX 75001 Patti Wallace		<b>PHONE (A/C, No, Ext):</b> 469-232-2100	<b>COMPANY</b> Employers Insurance Company of Wausau	
<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> pwallace@mcgriff.com			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> YAQL9L431717103
<b>INSURED</b> Howard P. Fairfield, LLC Alamo Group Inc. 1627 E Walnut Street Seguin, TX 78155		<b>EFFECTIVE DATE</b> 09/30/2023	<b>EXPIRATION DATE</b> 09/30/2024	<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Policy Limit - Direct physical loss of or damage caused by a covered cause of loss to covered property.	\$150,000,000	\$1,000,000

## REMARKS (Including Special Conditions)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

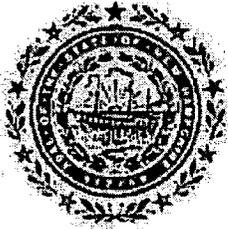
## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  State of New Hampshire Administrative Services Bureau of Purchases & Property 25 Capitol Street, Room 102 Concord, NH 03301	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>	<input type="checkbox"/> <b>LENDER'S LOSS PAYABLE</b>	<input type="checkbox"/> <b>LOSS PAYEE</b>
	<input type="checkbox"/> <b>MORTGAGEE</b>		
	<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> <i>R. Michael Breedlove, Jr.</i>			

ACORD 27 (2016/03)

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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 22, 2023

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with Howard P. Fairfield, LLC (VC #175087), Hopkinton, NH in the amount of \$378,574.17 for spreader parts - compuspread, with the option to renew for an additional two years, effective upon Governor and Council approval for the period November 22, 2022 through October 31, 2025.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2702-23 on November 3, 2022, with responses due on November 11, 2022. This bid reached three vendors through the NIGP electronic sourcing platform with an additional three directly sourced. There were two responses received with one bidder submitting a non-compliant response based on an incomplete submission. One compliant response received; Howard P. Fairfield, LLC submitted the lowest compliant pricing.

This contract would replace the expired contract (Contract #8002784) for crucial parts for the effective and safe use of winter snow plows and equipment by the Department of Transportation, as the primary end-user of this requested contract.

Forecasted contract 8003185 spend	
Year 1	\$114,719.45
Year 2	\$114,719.45
Year 3	\$114,719.45
Balance product line allowance	\$34,415.82
Requested price limitation	\$378,574.17

The forecasted spend amount is the projected quantity the Department of Transportation anticipates purchasing over the course of the next three years based on the historic purchase-to-inventory average of the last expired contract purchases. Projected spend is based on the updated unit price after discount by the projected quantity the Department of Transportation anticipates purchasing. The average total increase for items purchased represents a 19.94% average total increase for items actually purchased listed on the bid solicitation and award, with a further allowance of \$34,415.82, or 10% of forecasted spend, for undefined needs associated with the balance product line provision. Volatile market conditions continue to impact supply chains and have resulted in increased pricing for this requested contract.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with Howard P. Fairfield, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



RFB Bid Summary

Bid Description	Compuspread Parts	Agency	Statewide
RFB#	2702-23	Requisition#	N/A
Agent Name	Claudia Roy	Bid Closing	November 10, 2022

Howard P. Fairfield							
Projected Qty to Purchase 3 years	Part #	Description	Old Price	Expired Price-New Qty	Diff Price	Change in Unit Price after Discount	Anticipated 3 Year Spend
61	EA	M12 female to M12 male extender cable. 3 meters long	\$39.60	\$2,415.60	-20%	\$47.47	\$2,895.67
76	EA	M12 to 3 pin female ITT adapter cable.	\$58.50	\$4,446.00	-1%	\$57.92	\$4,401.92
11	EA	Male C4 repair kit	\$9.90	\$108.90	25%	\$12.33	\$135.63
99	EA	Pin Male ITT / Cannon	\$1.80	\$178.20	111%	\$3.79	\$375.21
101	EA	Female Pin Receptacle ITT / Cannon	\$1.80	\$181.80	111%	\$3.79	\$382.79
4	EA	9 Meter / 30 Feet Valve Output Extender Cable with 2 Pin Connectors	\$102.60	\$410.40	18%	\$120.59	\$482.36
106	EA	5 meter extender cable. With a lighted C4 connector.	\$46.80	\$4,960.80	20%	\$56.01	\$5,937.06
2	EA	4.5 Meter / 15 Feet Extender Cable for Ground & Conveyor Speed Sensor with 3 Pin	\$75.60	\$151.20	18%	\$89.23	\$178.50
2	EA	4.5 Meter / 15 Feet Valve Output Extender Cable with 2 Pin Connectors	\$76.50	\$153.00	18%	\$90.19	\$180.38
32	EA	White Motor Sensor Cable	\$156.60	\$5,011.20	-48%	\$80.70	\$2,582.40
2	EA	Flow Meter for Prewet system c/w ITT Cannon Bulkhead Connector & 9.295" Orifice	\$325.80	\$651.60	17%	\$380.75	\$761.50
13	EA	Female Connector Repair Kit for 2 Pin Cable End	\$6.30	\$81.90	36%	\$8.54	\$111.02
11	EA	Male Connector Repair Kit for 2 Pin Cable End	\$6.30	\$89.30	36%	\$8.54	\$99.34
2	EA	10 meter sensor extender cable.	\$54.00	\$108.00	18%	\$63.62	\$127.24
61	EA	2.5 AMP FUSE.	\$1.80	\$109.80	111%	\$3.79	\$231.19
1	EA	CS-440 Pot PCB	\$63.00	\$63.00	18%	\$74.06	\$74.06
1	EA	Amplifier Booster for Use with Electric Pre-Wet	\$198.80	\$198.00	17%	\$231.67	\$231.67
5	EA	Flow Meter	\$308.70	\$1,543.50	17%	\$361.73	\$1,808.75
13	EA	M-4 Cable Repair Kit	\$21.60	\$280.80	23%	\$26.58	\$345.54
7	EA	10 meter sensor extender cable w/ M12 connectors. 90 degree lighted end.	\$63.00	\$441.00	18%	\$74.06	\$518.42
1	EA	CS-550 PWM AMP WITH C4 CONNECTIONS	\$198.00	\$198.00	17%	\$231.67	\$231.67
4	EA	3 meter sensor extender cable w/ M12 connectors. 90 degree lighted end.	\$45.00	\$180.00	-91%	\$4.00	\$16.00
76	EA	ITT to M12 Adapter --- 2M	\$58.50	\$4,446.00	-8%	\$54.11	\$4,112.36
11	EA	ITT to M12 preset adapter for 440 and 430 systems.	\$81.90	\$900.90	17%	\$95.90	\$1,054.90
9	EA	Dust Cap for covering a male C4	\$18.90	\$170.10	21%	\$22.78	\$205.02
1	EA	C4 Cable End dust cap.	\$8.10	\$8.10	29%	\$10.44	\$10.44
2	EA	M12-4 Male Repair Connector	\$11.70	\$23.40	22%	\$14.23	\$28.46
1	EA	M12-4 Female Repair Connector	\$9.90	\$9.90	25%	\$12.33	\$12.33
1	EA	CS-550 lite version utilizing the RC2-2.	\$3,318.30	\$3,318.30	27%	\$4,198.68	\$4,198.68
88	EA	9.1 Meter / 30 Feet Extender Cable for Pre-wetting Flow Meter	\$88.20	\$7,761.60	17%	\$103.00	\$9,064.00
61	EA	CS-550 Touch Screen Display only package.	\$2,613.60	\$159,429.60	26%	\$3,299.01	\$200,690.61
59	EA	RC2-2/20 Microcontroller. Programmed with the latest CS-550 firmware.	\$635.40	\$37,488.60	17%	\$744.40	\$43,919.60
7	EA	CS-440 Screenshot Visual Display Interface	\$1,646.10	\$11,522.70	0%	\$1,646.00	\$11,522.00
1	EA	CS-440 RC M4 Wiring Kit	\$988.20	\$988.20	17%	\$1,154.59	\$1,154.59
140	EA	Conveyor Feedback Sensor with Female Hex Nut and Pin - 16 Pulses per Rev.	\$347.50	\$34,650.00	17%	\$389.59	\$40,542.60
68	EA	Dust Cap for Sensor end of Sensor Cable Connection	\$28.80	\$1,958.40	10%	\$34.18	\$2,524.24
27	EA	Dust Cap for Cable End of Sensor Cable Connection	\$27.00	\$729.00	20%	\$32.28	\$871.56
85	EA	Male Connector Repair Kit for 3 Pin Cable End	\$7.20	\$612.00	32%	\$9.49	\$806.65
162	EA	Female Connector Repair Kit for 3 Pin Sensor End	\$7.20	\$1,166.40	32%	\$9.49	\$1,537.38
Sub total				\$287,125.20			\$344,158.34
Expiring contract annual spend				\$95,708.40		Estimated annual spend	\$114,719.45
Expiring contract term spend				\$287,125.20		Estimated term spend	\$344,158.34
Cost increase 19.94% or Delta: new vs. expiring				\$57,033.14	16.57%	Add allowance for balance of product line	\$34,415.83
						Recommended price limitation	\$378,574.17

Recommendation	Statewide
Statewide Contract	3 years
Term of Contract	\$378,574.17
Price Limitation	2
Number of Sourced	3
Number of MRF	3
Number of Bid	0
P-37 Checklist	No
D&B Report	P-Card/ACH
Method of Pmt	Yes
FOB Delivered	\$287,125.20
Expiring Contract	
Total Cost Increase (S%)	\$57,033.14 16.57% Delta

Special Notes:	Howard P. Fairfield- Compliant- bid at lowest cost.
	Gives Corp dba Viking Gives USA- Non-Compliant

The forecasted spend amount is the projected quantity the Department of Transportation anticipates purchasing over the course of the next three years based on the historic purchase-to-inventory average of the last expired contract purchases. Projected spend is based on the updated unit price after discount by the projected quantity the Department of Transportation anticipates purchasing. Projected spend data with the added factor of a 19.94% average total increase for items actually purchased listed on the bid solicitation and award with a further allowance of \$34,415.83, or 10% of forecasted spend, for undefined needs associated with the balance product line provision. Volatile market conditions continue to impact supply chains and have resulted in increased pricing for this requested contract.

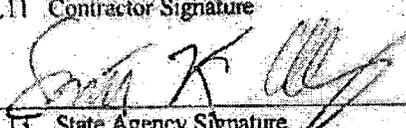
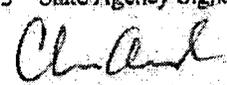
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Howard P. Fairfield, LLC		1.4 Contractor Address 554 Maple Street, Hopkinton, NH 03229	
1.5 Contractor Phone Number 603-892-5500	1.6 Account Number Various	1.7 Completion Date October 31, 2025	1.8 Price Limitation \$378,574.17
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 1/19/23		1.12 Name and Title of Contractor Signatory Scott Galby, Controller	
1.13 State Agency Signature  Date: 1/26/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/30/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:  SECRETARY OF STATE FEB 22 2023 Date: 1/19/23			

#107

Contractor Initials   
Date 1/19/23

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition 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 Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials SM

Date 1/10/95

**EXHIBIT B**  
**SCOPE OF WORK**

**1. EFFECTIVE DATE**

The Contract term shall commence on November 22, 2022 or upon execution by the Governor and Executive Council, whichever is later (the "Effective Date") and shall continue thereafter through October 31, 2025, a period of approximately three years.

The contract may be extended for an additional two years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2702-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2702-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. SCOPE OF WORK**

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. Notwithstanding the listed items for Compuspread, Contractor shall extend the 10% discount from the balance of products listed on the Compuspread Manufacturer List Price Schedule.

**4. ABILITY TO PROVIDE**

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

**5. WARRANTY REQUIREMENTS**

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**6. 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.

### **7. USAGE REPORTING**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to NH.Purchasing@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

### **8. ACCOUNT COMMUNICATION & ESCALATION**

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

### **9. RETURNED GOODS**

The Contractor 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 Contractor 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 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 Contractor.

**10. DELIVERY**

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall delivery of any Good(s) ordered under this Contract within five (5) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

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

**11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all products/items strictly pursuant to, and in conformity with this contract which resulted from RFB 2702-23.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at

[https://das.nh.gov/purchasing/vendorregistration/\[S{a0fzcv55qhaeqs45jpya5i45}\]/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/[S{a0fzcv55qhaeqs45jpya5i45}]/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**12. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$378,574.17; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Line Item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. 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. Unless otherwise specified in purchase orders, contractor shall deliver all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

Updated Published Price List MUST be e-mailed to NH.Purchasing@DAS.NH.Gov, or their designee.

**PRICE ADJUSTMENTS**

One the anniversary date of this contract, the successful Vendor(s) may request price adjustment, either upward or downward, keyed to the published and current manufacturer's price list. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

**2. PRICING STRUCTURE:**

Part #	Description	LIST PRICE	DISCOUNT OF 10%	UNIT PRICE EACH
R987379518	M12 female to M12 male extender cable. 3 meters long.	\$52.75	10%	\$47.48
R987376771	M12 to 3 pin female ITT adapter cable.	\$64.36	10%	\$57.92
R987424954	Male C4 repair Kit	\$13.71	10%	\$12.34
R987370453	Pin Male. ITT / Cannon.	\$4.22	10%	\$3.80

Contractor Initials SM

Date 1/14/33

R987370472	Female Pin Receptacle ITT / Cannon.	\$4.22	10%	\$3.80
R987371014	9 Meter / 30 Feet Valve Output Extender Cable with 2 Pin Connectors	\$133.99	10%	\$120.59
R987379961	5 meter extender cable. With a lighted C4 connector.	\$62.24	10%	\$56.02
R987371003	4.5 Meter / 15 Feet Extender Cable for Ground & Conveyor Speed Sensor with 3 Pin	\$99.17	10%	\$89.25
R409021173	4.5 Meter / 15 Feet Valve Output Extender Cable with 2 Pin Connectors	\$100.22	10%	\$90.20
R987376317	White Motor Sensor Cable	\$89.67	10%	\$80.70
R987372599	Flow Meter for Prewet system c/w ITT Cannon Bulkhead Connector & 0.295" Orifice.	\$423.06	10%	\$380.75
R987370551	Female Connector Repair Kit for 2 Pin Cable End	\$9.49	10%	\$8.54
R987370552	Male Connector Repair Kit for 2 Pin Cable End	\$9.49	10%	\$8.54
R987379516	10 meter sensor extender cable.	\$70.69	10%	\$63.62
R987376749	2.5 AMP FUSE.	\$4.22	10%	\$3.80
R987372967	CS-440 Pot PCB	\$82.29	10%	\$74.06
R987376706	Amplifier Booster for Use with Electric Pre-Wet	\$257.42	10%	\$231.68
R987377109	Flow Meter	\$401.95	10%	\$361.76
R987376372	M-4 Cable Repair Kit	\$29.54	10%	\$26.59
R987379517	10 meter sensor extender cable w/ M12 connectors. 90 degree lighted end.	\$82.29	10%	\$74.06
R987404675	CS-550 PWM AMP WITH C4 CONNECTIONS.	\$257.42	10%	\$231.68
R987379519	3 meter sensor extender cable w/ M12 connectors. 90 degree lighted end.	\$50.00	10%	\$45.00
R987376771	TT to M12 Adapter — 2M	\$60.13	10%	\$54.12

R987390707	ITT to M12 prewet adapter for 440 and 430 systems.	\$106.56	10%	\$95.90
R987376773	Dust Cap for covering a male C4	\$25.32	10%	\$22.79
R987388755	C4 Cable End dust cap.	\$11.61	10%	\$10.45
R901473776	M12-4 Male Repair Connector	\$15.82	10%	\$14.24
R901473781	M12-4 Female Repair Connector	\$13.71	10%	\$12.34
R987392830	CS-550 lite version utilizing the RC2-2.	\$4,665.21	10%	\$4,198.69
R987371006	9.1 Meter / 30 Feet Extender Cable for Pre-wetting Flow Meter	\$115.00	10%	\$103.50
R987464778	CS-550 Touch Screen Display only package.	\$3,655.57	10%	\$3,290.01
R987413300	RC2-2/20 Microcontroller. Programmed with the latest CS-550 firmware.	\$827.12	10%	\$744.41
R987376731	CS-440 Spreader Visual Display Interface.	\$1,829.00	10%	\$1,646.10
R987376352	CS-440 RC M4 Wiring Kit	\$1,282.88	10%	\$1,154.59
R987371052	Conveyor Feedback Sensor with Female Hex Nut and Pin - 16 Pulses per Rev.	\$321.77	10%	\$289.59
R987376327	Dust Cap for Sensor end of Sensor Cable Connection	\$37.98	10%	\$34.18
R987376336	Dust Cap for Cable End of Sensor Cable Connection	\$35.87	10%	\$32.28
R987371047	Male Connector Repair Kit for 3 Pin Cable End	\$10.55	10%	\$9.50
R987371046	Female Connector Repair Kit for 3 Pin Sensor End	\$10.55	10%	\$9.50

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Compuspread Spreader Parts from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

**3. MINIMUM ORDERS**

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

**4. INVOICE**

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract 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 by the State or the invoice has been received at the agency business office, whichever is later.

The invoice shall be sent to the address of the ordering agency.

**5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB 2702-23 is incorporated here within.

Contractor Initials SM  
Date 1/16/23

**EXHIBIT E**

Contractor's Bid Response is incorporated here within

Contractor Initials CCW  
Date 7/10/23

# State of New Hampshire

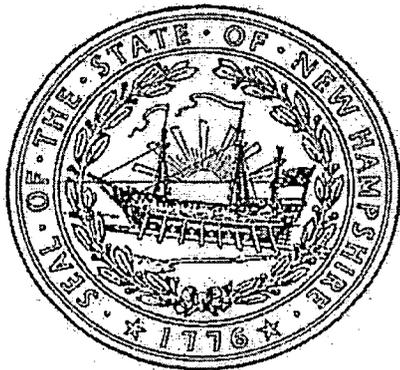
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOWARD P. FAIRFIELD, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 09, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 567234

Certificate Number: 0005886198



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**HOWARD P. FAIRFIELD, LLC**

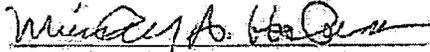
**UNANIMOUS CONSENT OF MANAGERS  
IN LIEU OF A SPECIAL MEETING OF MANAGERS**

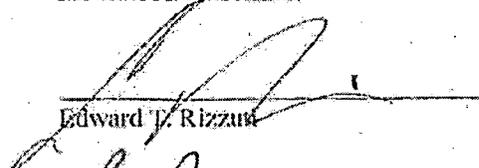
Pursuant to Delaware law, the undersigned, being all of the Managers of HOWARD P. FAIRFIELD, LLC, a Delaware limited liability company (the "Company"), by this instrument and in lieu of a special meeting of the managers of the Company, hereby consent to the adoption of the following resolutions:

RESOLVED, that Philip Nangle, President of the Company and Scott Colby, Controller of the Company are authorized and directed to negotiate and approve commercial and other customer contracts in connection with the sale of the Company's products on behalf of the Company and to do and perform all acts and things which they deem to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

DATED EFFECTIVE the 20<sup>th</sup> day of December, 2022.

MANAGERS:

  
Michael A. Haberman

  
Edward J. Rizzuto

  
Richard J. Wehrle



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services, Inc. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	<b>CONTACT NAME:</b> Patti Wallace <b>PHONE (A/C, No, Ext):</b> 469-232-2100 <b>E-MAIL ADDRESS:</b> pwallace@mcgriff.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Howard P. Fairfield, LLC Alamo Group Inc. 1627 E Walnut Street Seguin, TX 78155	<b>INSURER A:</b> Twin City Fire Insurance Company <b>NAIC #:</b> 29459	
	<b>INSURER B:</b> Hartford Accident and Indemnity Company <b>NAIC #:</b> 22357	
	<b>INSURER C:</b> Hartford Fire Insurance Company <b>NAIC #:</b> 19682	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** X3MNN3LBR                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> Limit Incl. Products Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		46ECSOF8487	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPIOP AGG	\$ 4,000,000
						Policy Aggregate	\$ 10,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		46ABS78302	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		46XSON2116	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		46WNS78300 46WBR578301	09/30/2022	09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$
							\$
							\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Contract: 8002784  
 The Certificate Holder is included as Additional Insured as required by written contract. Coverage is Primary and Non-Contributory as required by written contract. The above referenced policy(s) include a waiver of subrogation in favor of the certificate holder, as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 Days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Administrative Services Bureau of Purchases & Property 25 Capitol Street, Room 102 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R Michael Broadlove, Jr</i>

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 11/8/22

Company Name: Howard P. Fairfield  
Address: 554 Maple St  
Hopkinton N.H. 03229

To: Point of Contact: Colin Capelle  
Telephone: (603)-271-3135  
Email: NH.Purchasing@dps.nh.gov

Bid Invitation Name: CompuSpread Parts  
Bid Number: 2702-23  
Bid Posted Date (on or by): 11/03/2022  
Bid Closing Date and Time: 11/10/2022 @ 10:00 AM (EST)  
Dear Colin Capelle:

[Insert name of signor] Sean Lacey on behalf of Howard P Fairfield [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 # 2702-23 for Spreader Parts - CompuSpread 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 21-1:11-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 21-1:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title Parts Manager

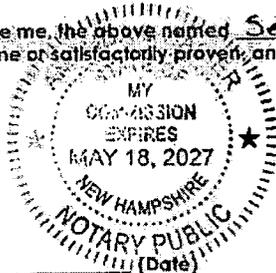
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Merrimack STATE: NH ZIP: 03229

On the 8 day of November 2022, personally appeared before me, the above named Sean Lacey, in his/her capacity as authorized representative of HP Fairfield, 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)



My commission expires: May 18, 2027

Contractor Initials SPC  
Date 11/10/22

**REQUEST FOR BID FOR Spreader Parts - CompuSpread FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supply and delivery of Spreader Parts - CompuSpread to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**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 one 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 NH.Purchasing@DAS.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.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date 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 Colin Capelle at the following address:

Colin.S.Capelle@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**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, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

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

11/03/2022	Bid Solicitation distributed on or by
11/07/2022	Last day for questions, clarifications, and/or requested changes to bid
11/10/2022	10:00 AM (EST) Bid Closing
11/22/2022	Implementation of Contract

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

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.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence on November 22, 2022 or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2025, a period of approximately three (3) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State upon approval of the Governor and Executive Council.

**CONTRACT AWARD:**

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) 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.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**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, addenda, and vendor presentations) 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 NH 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, NH 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 bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

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 bidder 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.

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 NH RSA 21-G:37 or any other applicable law or regulation, bidders 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 bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply

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with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder 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 bidder.

Notwithstanding NH 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.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to 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 CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must 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:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

**BID PRICES:**

Bid prices shall remain firm for the entire contract period and 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. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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".

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

The DISCOUNTS bid by the successful vendor shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. PRICE INCREASES ARE ACCEPTABLE AS THE COMPUSPREAD MANUFACTURER'S LIST PRICE SCHEDULE CHANGES, BUT THE DISCOUNTS WILL REMAIN FIRM.

Updated Published Price List MUST be e-mailed to [Colin.S.Capelle@DAS.NH.Gov](mailto:Colin.S.Capelle@DAS.NH.Gov).

**PRICE ADJUSTMENTS:**

On the anniversary date of this contract, the successful Vendor(s) may request price adjustment, either upward or downward, keyed to the published and current manufacturer's price list. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

**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.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, Colin Capelle, and sent electronic to [Colin.S.Capelle@DAS.NH.Gov](mailto:Colin.S.Capelle@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. 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 this bid invitation, as if an account already exists for the agency.

**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 501 c 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.

**PAYMENT:**

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the successful Vendor.

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55ahaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ahaeas45jpya5i45))/welcome.aspx)

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name  
Section 1.4 Contractor Address  
Section 1.11 Contractor Signature  
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**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 equipment/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 section.*

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SCOPE OF WORK:**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

See Offer section.

**WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

Contractor Initials SPL  
Date 4/10/22



Vendor Company Name

Vendor Address

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: DISCOUNTS Offer Sheet CompuSpread

**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: 240 881 037 51

Passcode: E66g9W

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

**Or call in (audio only)**

+1 603-931-4944, 433252242# United States, Concord

Phone Conference ID: 433 252 242#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)