THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

28

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Mechanical Services
March 18, 2025

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-maintained roadways from H.P Fairfield, (Vendor Code 175087) in the amount of $607,259 effective upon Governor and Council approval through June 30, 2025. 87% Highway Funds, 13% Turnpike Funds.

Funding is available as follows:	FY 2025
04-096-096-960515-30050000 Mechanical Services Bureau 030-500320 Motor Vehicles (Replace)	$528,903
04-096-096-961017-70270000 Central Turnpike Maintenance 030-500320 Motor Vehicles (Replace)	$39,178
04-096-096-961017-70320000 East NH TPK Blue Star Maintenance 030-500320 Motor Vehicles (Replace)	$39,178

EXPLANATION

The Department of Transportation is responsible for the operation and maintenance of the state highway and turnpike 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 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 (95-25) on the Department of Administrative Services bid website. Bids were received from three vendors: Henderson Products Inc, One Nation LLC and HP Fairfield. On February 10, 2025, the low bidder HP Fairfield

was awarded the bid for the required dump bodies. Please note that Procurement and Property combined multiple requisitions into one bid to ensure the best pricing.

Your approval for this purchase is respectfully requested.

Sincerely,

William J. Cass, P.E
Commissioner

Attachments

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
4015487

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

Date: 03/04/2025
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
226 SHEEP DAVIS RD
CONCORD NH 03301

HP FAIRFIELD
554 MAPLE ST
HOPKINTON NH 03229

Ship To:

DOT MECHANICAL SERVICES OFFICE
33 SMOKEY BEAR BLVD
CONCORD NH 03301

Vendor #: 175087
Contact: Michael Kaulbach

Phone: 603 722 8106
Fax: 91 603 228 5246

AGENCY CONTACT: Nathan Harrison 603-271-1650

In accordance with RFB 95-25

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2025 unless specified by line		
1	27.00	EA	4/6 CY DUMP BODIES 4/6 cy dump bodies Vendor Item Number: PER BID SPECIFICATION Vendor Item Desc:	19,589.00000	528,903.00
			Purchase Order Summary		
			Goods Total:		$528,903.00
			Order Total:		$528,903.00
			30050000/30/500320		

Total Amount: $528,903.00

Buyer: Lincoln Adams
Phone: 603-271-0580
Process Level: 09600

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
5001295

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

Date: 03/04/2025
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

Bill To: STATE OF NH DOT
BUREAU OF TURNPIKES
PO BOX 2950
CONCORD NH 03302-2950

HP FAIRFIELD
554 MAPLE ST
HOPKINTON NH 03229

Ship To:

DOT MECHANICAL SERVICES OFFICE
33 SMOKEY BEAR BLVD
CONCORD NH 03301

Vendor #: 175087
Contact: Michael Kaulbach

Phone: 603 722 8106
Fax: 91 603 228 5246

AGENCY CONTACT: Dix Bailey 603-396-5054

In accordance with RFB 95-25

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2025 unless specified by line		
1	1.00	EA	4/6 CUBIC YARD DUMP BODY w/ Cab Protector per DOT Spec Project # 9670012 Merrimack Maintenance	19,589.00000	19,589.00
2	1.00	EA	4/6 CUBIC YARD DUMP BODY w/ Cab Protector per DOT Spec Project # 9670012 Merrimack Maintenance	19,589.00000	19,589.00
3	1.00	EA	4/6 CUBIC YARD DUMP BODY w/ Cab Protector per DOT Spec Project # 9670015 Hampton Maintenance	19,589.00000	19,589.00
4	1.00	EA	4/6 CUBIC YARD DUMP BODY w/ Cab Protector per DOT Spec Project # 9670015 Hampton Maintenance	19,589.00000	19,589.00
			Purchase Order Summary Goods Total: Order Total: Please send invoices to: NH Dept. of Transportation Bureau of Turnpikes PO Box 2950 Concord, NH 03302-2950		$78,356.00 $78,356.00

Buyer: Lincoln Adams
Phone: 603-271-0580
Process Level: 09600

Total Amount: $78,356.00

Division of Procurement Support Services
Bureau of Purchase Property

Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Dump Bodies	Agency	DOT
Bid #	95-25	RQ #	246484 & 246832
Agent Name	Lincoln Adams	Bid Closing	2/10/25 @ 11:00 AM

Indicates Award:

Qty	UOM	Product Description	HP Fairfield		Henderson Products, Inc.		One Nations Distribution LLC	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
27	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only) - RQ246484	$20,428.00	$551,556.00	$20,557.00	$555,039.00	$59,898.00	$1,617,246.00
4	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only) - RQ 246832	$20,428.00	$81,712.00	$20,557.00	$82,228.00	$59,898.00	$239,592.00
		Total		$633,268.00				
27	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only) - RQ246484 - BAFO	$19,589.00	$528,903.00				
4	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only) - RQ 246832 - BAFO	$19,589.00	$78,356.00				
		Total		**$607,259.00**		**$637,267.00**		**$1,856,838.00**

Recommendation Summary	
Number of Solicitations Received	3
Number of Sourced bidders	11
Number of NIGP Vendors Sourced	66
Number of non-responsive bidders	74
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID
FOR
DUMP BODIES
95-25

DUE DATE: 2/6/2025 11:00 AM (EASTERN TIME)

Bidder Initials: WK

Date: 2/7/25

Table of Contents

1. PURPOSE: 3
2. INSTRUCTIONS TO VENDOR: 3
3. BID SUBMITTAL: 3
4. BID INQUIRIES: 3
5. BID DUE DATE: 3
6. ADDENDA: 3
7. TIMELINE: 3
8. GOVERNING TERMS AND CONDITIONS: 4
9. NON-EXCLUSIVE CONTRACT: 4
10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS: 4
11. VENDOR CERTIFICATIONS: 5
12. VENDOR RESPONSIBILITY: 5
13. WARRANTY REQUIREMENTS: 5
14. BID PRICES: 6
15. AUDITS AND ACCOUNTING: 6
16. terms of PAYMENT: 6
17. INVOICING: 6
18. AWARD: 7
19. BID RESULTS: 7
20. TERMINATION: 7
21. F.O.B.: 7
22. RETURNED GOODS: 7
23. SPECIFICATION COMPLIANCE: 8
24. SPECIFICATIONS: 8
25. ENVIRONMENTALLY FRIENDLY PRODUCTS: 8
26. OFFER: 9
27. DELIVERY TIME: 9
28. ATTACHMENTS: 9
29. VENDOR CONTACT INFORMATION: 9
30. Note: To be considered, BID TRANSMITTAL LETTER shall be signed in the space provided. 9
31. The Bid Opening is open to the public online at the following: 9

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER 10
GENERAL TERMS AND CONDITIONS 11
CONTRACT TERMS AND CONDITIONS 12

Bidder Initials: MC

Date: 2/7/25

1. **PURPOSE:**
   1.1. The purpose of this bid invitation is to establish a contract in the form of a purchase order, for supplying the State of New Hampshire with the items indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

2. **INSTRUCTIONS TO VENDOR:**
   2.1. 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, and sign the transmittal letter.

3. **BID SUBMITTAL:**
   3.1. 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** in paragraph 7 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.
   3.2. 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.

4. **BID INQUIRIES:**
   4.1. 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 paragraph 7. 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.
   4.2. **Questions shall be submitted by email to Lincoln Adams at** Lincoln.J.Adams@DAS.NH.Gov
   4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **BID DUE DATE:**
   5.1. 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.
   5.2. All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor's response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.

6. **ADDENDA:**
   6.1. 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, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is https://das.nh.gov/Purchasing/vendorresources.aspx.

7. **TIMELINE:**
   7.1. 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.

Bid Solicitation distributed on or by:	1/27/2025
Last day for questions, clarifications, and/or requested changes to bid:	2/4/2025
States response to questions, clarifications, and/or requested changes to bid:	2/5/2025
Bid Closing (Eastern Time):	2/6/2025 11:00 AM

Bidder Initials: TYC

Date: 2/7/25

8. **GOVERNING TERMS AND CONDITIONS:**

8.1. 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.

8.2. 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.

8.3. 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.

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

9. **NON-EXCLUSIVE CONTRACT:**

9.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

10. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

10.1. Generally, the full contents of any 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 proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

10.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. 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:

10.3. **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 stamped or otherwise marked with the notation "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. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. 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.

10.4. 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.

10.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will 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 be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

Bidder Initials: MC

Date: 2/7/25

10.6. By submitting a proposal, Bidders acknowledge and agree that:

10.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;

10.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

10.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

11. **VENDOR CERTIFICATIONS:**

11.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

11.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall 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/vendorresources.aspx.

12. **VENDOR RESPONSIBILITY:**

12.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

12.2. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: https://das.nh.gov/purchasing/vendorresources.aspx.

12.3. The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

12.4. It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

12.5. In preparation of your bid response, you shall:

12.5.1. Complete the pricing information in the "Offer" section; and

12.5.2. You may include quote separately, but the **OFFER SECTION MUST** be completed for compliant acceptance.

12.5.3. Complete all other required information on your offer (if applicable); and

12.5.4. Complete the "Vendor Contact Information" section; and

12.5.5. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

13. **WARRANTY REQUIREMENTS:**

13.1. Successful Vendor shall be required to warranty all of the equipment/item awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

Bidder Initials: MC

Date: 2/7/25

14. BID PRICES:

14.1. 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.

14.2. Per Administrative Rule 606.01(c) "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".

14.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

15. AUDITS AND ACCOUNTING:

15.1. 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.

16. TERMS OF PAYMENT:

16.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

16.2. Payments shall be made via ACH 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.

17. INVOICING:

17.1. Itemized invoices shall be submitted to bureau38@dot.nh.gov after delivery of the products and include the following at a minimum:

17.1.1. State of NH purchase order (PO) number

17.1.2. State of NH contract number if applicable

17.1.3. State of NH ordering agency information

17.1.3.1. Name and contact information of ordering individual

17.1.3.2. Name of ordering state agency / department

17.1.3.3. Address of ordering state agency / department

17.1.3.4. Name and contact information of ordering state agency accounts payable office

17.1.4. Date of purchase

17.1.5. Date of delivery

17.1.6. Vendor order number

17.1.7. Vendor account representative name and contact information

17.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

17.1.9. Items backordered and their delivery date

17.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

Bidder Initials: MC

Date: 2/7/25

18. **AWARD:**

18.1. 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 in the form of a purchase order.

18.2. Successful Vendor shall not be allowed to require any other type of purchase 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.

19. **BID RESULTS:**

19.1. Bid results may be viewed when available, once the award has been made, on our web site only at: https://apps.das.nh.gov/bidscontracts/bids.aspx.

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

20. **TERMINATION:**

20.1. The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

21. **F.O.B.:**

21.1. The F.O.B. shall be destination to the following delivery point (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this bid or subsequent purchase orders without additional charge:

33 Smokey Bear Blvd.
Concord, NH 03301

Please contact Nate Harrison 48 hours prior to any delivery.
Nate Harrison
603-271-1650
Nathan.J.Harrison@DOT.NH.GOV

Any and all questions pertaining got the bid must be submitted via e-mail to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov

Requisition No.: 246484

22. **RETURNED GOODS:**

22.1. The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten 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.

22.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen 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 successful Vendor.

22.3. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

Bidder Initials: WK
Date: 2/7/25

23. **SPECIFICATION COMPLIANCE:**

23.1. 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.

23.2. 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.

23.3. The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

24. **SPECIFICATIONS:**

24.1. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

24.1.1. Please see SPECIFICATIONS: ATTACHMENT 1

24.2. Vendors shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

25. **ENVIRONMENTALLY FRIENDLY PRODUCTS:**

25.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

25.1.1. Energy or water efficient

25.1.2. Reusable

25.1.3. Recyclable

25.1.4. Contains postconsumer recycled materials

25.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

25.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

25.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an **attachment with their bid submission**.

25.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

25.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: *https://www.epa.gov/smartway/smartway-partner-list*.

Bidder Initials: MC

Date: 2/7/25

26. OFFER:

26.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. **Quotes in lieu of a completed offer sheet will not be accepted.**

26.2.

QTY	UNIT	DESCRIPTION	DELIVERED UNIT COST	EXTENDED TOTAL COST
27	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only)	$20,428.00	$551,556.00

26.3. If bidding an alternate, please provide the MFG/MAKE/MODEL:

_____

_____

27. DELIVERY TIME:

27.1. Successful Vendor agrees to complete delivery of items **within 120 days** after receipt of Purchase Order or sooner to location noted on paragraph 21 FOB. Prices offered shall include all products and delivery costs.

28. ATTACHMENTS:

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

28.1.1. Attachment 1: SPECIFICATIONS

29. VENDOR CONTACT INFORMATION:

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

Michael Kaulbach — Contact Person
603-722-8106 — Local Telephone Number
800-356-2813 — Toll Free Telephone Number

michael.kaulbach@hpfairfield.com — E-mail Address
www.hpfairfield.com — Company Website

HP Fairfield — Vendor Company Name
554 Maple Street Hopkinton, NH 03229 — Vendor Address

175087 — Vendor Number (provided by State of NH)
014067982 — DUNS and/or SAM.GOV Number

30. NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.

31. THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 225 251 335 125
Passcode: N3zx9yf9
Dial in by phone
+1 603-931-4944,,310998569# United States, Concord
Find a local number
Phone conference ID: 310 998 569#
Join on a video conferencing device
Tenant key: nhgov@m.webex.com
Video ID: 114 517 564 7
More info
For organizers: Meeting options | Reset dial-in PIN

Bidder Initials: MK

Date: 2/7/25

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

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: 1/27/2025
Bid No.: 95-25
Date of Bid Closing: 2/6/2025
Time of Bid Closing: 11:00 AM (ET)

PLEASE EMAIL ANY QUESTIONS REGARDING THIS BID TO LINCOLN ADAMS AT LINCOLN.J.ADAMS@DAS.NH.GOV
EMAIL YOUR BID TO: NH.PURCHASING@DAS.NH.GOV.

BID INVITATION FOR DUMP BODIES

[Insert name of signor] Michael Kaulbach, on behalf of Ad 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 95-25 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [signature] Authorized Signor's Title MES

Bidder Initials: MC
Date: 2/7/25

GENERAL TERMS AND CONDITIONS

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21- I:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

Bidder Initials: NC

Date: 2/7/25

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay in the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.
7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.
8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
8.1.2. failure to submit any report required hereunder; or
8.1.3. failure to perform any of the other covenants and conditions of this agreement.
8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior

Bidder Initials: MC

Date: 2/7/25

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

Date of Change: January 29, 2025

ADDENDUM # 01 TO BID INVITATION # 95-25

DATE AND TIME OF BID CLOSING: 2/10/2025 11:00 AM

FOR: DUMP BODIES

Bid Currently Reads:

7. **TIMELINE:**
   7.1. 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.

Bid Solicitation distributed on or by:	1/29/2025
Last day for questions, clarifications, and/or requested changes to bid:	2/4/2025
States response to questions, clarifications, and/or requested changes to bid:	2/5/2025
Bid Closing (Eastern Time):	2/6/2025 11:00 AM

Change Bid to Read:

7. **TIMELINE:**
   7.1. 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.

Bid Solicitation distributed on or by:	1/29/2025
Last day for questions, clarifications, and/or requested changes to bid:	2/4/2025
States response to questions, clarifications, and/or requested changes to bid:	2/5/2025
Bid Closing (Eastern Time):	2/10/2025 11:00 AM

Bid Currently Reads:

26. **OFFER:**
   26.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.

   26.2.

QTY	UNIT	DESCRIPTION	DELIVERED UNIT COST	EXTENDED TOTAL COST
27	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only)	$	$

Change Bid to Read:

26. **OFFER:**
   26.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.

   26.2.

QTY	UNIT	DESCRIPTION	DELIVERED UNIT COST	EXTENDED TOTAL COST
31	Each	4/6 Cubic Yard Cross Member-Less Dump Bodies with Cab Protector (Unmounted/Primed Only)	$20,428.00	$633,268.00

PURCHASING AGENT: LINCOLN ADAMS
Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: HP Fairfield

ADDRESS: 554 Maple Street Hopkinton, NH 03229

PRINT NAME: Michael Kaulbach SIGNATURE:

TEL. NO. 603-722-8106 EMAIL ADDRESS: Michael.Kaulbach@HPFairfield.com

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