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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 5, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract (Contract #8003691) with GMI Acquisition, LLC (VC# 172481), Franklin, NH, for Asphalt (pick-up or delivered) services in an amount up to and not to exceed \$2,041,562.50, with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval through December 31, 2030.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 3033-25 for Asphalt (picked up or delivered) services on April 17, 2025, with responses due on April 30, 2025. The RFB reached 91 vendors through the NIGP registry with an additional 8 directly sourced and is intended to result in multiple contracts for multiple vendors to ensure adequate coverage throughout the entire state. There were eight compliant responses received; all from incumbent vendors: Ammonoosuc Asphalt, Inc., Blaktop, Inc., Brox Industries, Inc., Continental Paving Inc., Eurovia Atlantic Coast LLC dba Northeast Paving, GMI Acquisition, LLC, Mitchell Materials, LLC and Pike Industries, Inc.

Upon approval GMI Acquisition, LLC would be an integral part of supplying Asphalt Statewide to all Districts, as needed. Having multiple vendors throughout the state elevates additional travel time for unpredictable situations where asphalt is needed and allows firm pricing for any circumstances that may arise.

To arrive at the requested price limitation, several factors were taken into consideration including most recently in 2024, when the State experienced a number of catastrophic embankment and road washouts in the North Country. This resulted in many road closures and risks to public safety. In 2023, the State endured 10 days of overwhelming precipitation from the

Connecticut Valley, resulting in flash flooding and a higher than anticipated number of road washouts.

The requested price limitation is \$2,041,562.50 and includes an allowance of \$408,312.50, or 25%, for unplanned purchases under the contractor's balance of product line. The proposed contract with GMI Acquisition, LLC includes a provision whereby price decreases take effect as they become available to the general trade. Contract expenditures will be closely monitored by BoPP and through Special Attention notifications provided by the NHDOT Bureau of Materials and Research on the 15th of each calendar month, and appropriate action taken where needed.

Contract financials	
Estimated annual spend	\$326,650.00
Estimated term spend	\$1,633,250.00
Add allowance for balance of product line	\$408,312.50
Recommended price limitation	\$2,041,562.50

Based on the foregoing, I am respectfully recommending approval of the contract with GMI Acquisition, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

CONTRACT DETAILS:		UOM	Product Description	GMI Asphalt		Expiring Contract	
Qty.				Unit Cost	Extended Cost	Unit Cost	Extended Cost
700	TON	3/8" Wearing Mix		\$70.75	\$49,525.00	\$68.00	\$47,600.00
1500	TON	1/2" Wearing Mix		\$70.75	\$106,125.00	\$68.00	\$102,000.00
1500	TON	3/4" Binder Mix		\$70.00	\$105,000.00	\$68.00	\$102,000.00
300	TON	3/4" Winter Binder		\$70.00	\$21,000.00	\$68.00	\$20,400.00
250	TON	1 1/2" Base Mix		\$0.00	\$0.00	\$0.00	\$0.00
350	TON	3/8" Leveling Course		\$73.00	\$25,550.00	\$68.00	\$23,800.00
300	TON	3/8" Cold Patch		\$0.00	\$0.00	\$0.00	\$0.00
100	TON	3/8" High Performance Patch		\$0.00	\$0.00	\$0.00	\$0.00
100	5 Gal Pail	RS1 Emulsion		\$85.00	\$8,500.00	\$75.00	\$7,500.00
250	TON	Green Patch		\$0.00	\$0.00	\$0.00	\$0.00
150	TON	Sand Mix		\$73.00	\$10,950.00	\$0.00	\$0.00
Sub Total					\$326,650.00		\$303,300.00
Estimated annual spend			\$326,650.00	Expiring contract annual			\$303,300.00
Estimated term spend			\$1,633,250.00	Expiring contract term			\$1,516,500.00
Add allowance for			\$408,312.50	Cost increase			\$62,000.00
Recommended price			\$2,041,562.50	Delta: new vs. expiring			4%
Recommendation Summary							
Statewide Contract or Amendment				Statewide			
Term of Contract				5 years with 2 year extension			
Price Limitation				\$2,041,562.50			
Number of Solicitations Received				10			
Number of Sourced bidders				8			
Number of NIGP Vendors Sourced				83			
Number of non-responsive bidders				81			
P-37 Checklist Complete				Yes			
D&B Report Attached				Yes			
Confirmed Vendor is not debarred or suspended (Sam.gov)				Yes			
Method of Payment (P-card/ACH)				P-Card Except Eurovia			
FOB Delivered				Yes			
Expiring Contract Price Limitation				\$303,300.00			
Total Cost Savings/Increase (\$/%)				\$62,000.00		4%	
Special Notes: The state received ten responses to RFB 3033-25 with 8 being compliant. Cost increase of 4% based on prior contract being 3 year term relative to new contract for 5 year term. This contract is for as needed asphalt with GMI servicing all Districts statewide. Sand mix has been omitted for the purpose of cost increase calculation.							



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description		Asphalt Pick up or Delivered		Agency	Statewide			
RFB#		3033-25		Requisition#				
Agent Name		Carrie Martin		Bid Closing	4/30/2025 @ 1:00 PM			
		CONTINENTAL	AMMONOOSUC	BLACKTOP	BROX INDUSTRIES	EUROVIA (MASS)	EUROVIA (WALPOLE)	
		Estimated annual spend	\$358,800.00	\$378,400.00	\$358,350.00	\$378,750.00	\$456,900.00	\$447,650.00
		Estimated term spend	\$1,794,000.00	\$1,892,000.00	\$1,791,750.00	\$1,893,750.00	\$2,284,500.00	\$2,238,250.00
		Add allowance for balance of	\$448,500.00	\$473,000.00	\$447,937.50	\$473,437.50	\$571,125.00	\$559,562.50
		Recommended price limitation	\$2,242,500.00	\$2,365,000.00	\$2,239,687.50	\$2,367,187.50	\$2,855,625.00	\$2,797,812.50
Qty.	UOM	Product Description	Expiring Contract		Continental Paving		Ammonoosuc Asphalt Inc.	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
700	TON	3/8" Wearing Mix	\$85.00	\$59,500.00	\$75.00	\$52,500.00	\$88.00	\$61,600.00
1500	TON	1/2" Wearing Mix	\$80.50	\$120,750.00	\$75.00	\$112,500.00	\$88.00	\$132,000.00
1500	TON	3/4" Binder Mix	\$80.50	\$120,750.00	\$72.00	\$108,000.00	\$80.00	\$120,000.00
300	TON	3/4" Winter Binder	\$76.50	\$22,950.00	\$75.00	\$22,500.00	\$83.00	\$24,900.00
250	TON	1 1/2" Base Mix	\$75.50	\$18,875.00	\$72.00	\$18,000.00	\$0.00	\$0.00
350	TON	3/8" Leveling Course	\$77.00	\$26,950.00	\$78.00	\$27,300.00	\$94.00	\$32,900.00
300	TON	3/8" Cold Patch	\$88.00	\$26,400.00	\$0.00	\$0.00	\$0.00	\$0.00
100	TON	3/8" High Performance Patch	\$130.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100	5 Gal Pail	RS1 Emulsion	\$46.00	\$4,600.00	\$60.00	\$6,000.00	\$70.00	\$7,000.00
250	TON	Green Patch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
150	TON	Sand Mix	\$0.00	\$0.00	\$80.00	\$12,000.00	\$0.00	\$0.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

GMI	MITCHELL	Pike Industries Northfield	Pike Industries West Lebanon	Pike Industries- Portsmouth	Pike Industries - Hooksett	Pike Industries- Gorham	Pike Industries Brentwood	Pike Industries- Madison	Pike Industries - Farmington
\$326,650.00	\$432,900.00	\$330,600.00	\$339,300.00	\$343,650.00	\$340,400.00	\$361,050.00	\$343,650.00	\$361,050.00	\$343,650.00
\$1,633,250.00	\$2,164,500.00	\$1,653,000.00	\$1,696,500.00	\$1,718,250.00	\$1,702,000.00	\$1,805,250.00	\$1,718,250.00	\$1,805,250.00	\$1,718,250.00
\$408,312.50	\$541,125.00	\$413,250.00	\$424,125.00	\$429,562.50	\$425,500.00	\$451,312.50	\$429,562.50	\$451,312.50	\$429,562.50
\$2,041,562.50	\$2,705,625.00	\$2,066,250.00	\$2,120,625.00	\$2,147,812.50	\$2,127,500.00	\$2,256,562.50	\$2,147,812.50	\$2,256,562.50	\$2,147,812.50
Blacktop		Brox Industries		Eurovia- Mass Loaction		Eurovia (Walpole Location)		GMI	
Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
\$78.00	\$54,600.00	\$74.50	\$52,150.00	\$83.00	\$58,100.00	\$81.00	\$56,700.00	\$70.75	\$49,525.00
\$75.00	\$112,500.00	\$74.50	\$111,750.00	\$83.00	\$124,500.00	\$81.00	\$121,500.00	\$70.75	\$106,125.00
\$72.00	\$108,000.00	\$74.50	\$111,750.00	\$81.00	\$121,500.00	\$79.00	\$118,500.00	\$70.00	\$105,000.00
\$75.00	\$22,500.00	\$74.50	\$22,350.00	\$81.00	\$24,300.00	\$79.00	\$23,700.00	\$70.00	\$21,000.00
\$0.00	\$0.00	\$74.50	\$18,625.00	\$80.00	\$20,000.00	\$79.00	\$19,750.00	\$0.00	\$0.00
\$78.00	\$27,300.00	\$79.00	\$27,650.00	\$83.00	\$29,050.00	\$81.00	\$28,350.00	\$73.00	\$25,550.00
\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$45,000.00	\$150.00	\$45,000.00	\$0.00	\$0.00
\$138.00	\$13,800.00	\$155.00	\$15,500.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$0.00	\$0.00
\$75.00	\$7,500.00	\$78.00	\$7,800.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$85.00	\$8,500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$81.00	\$12,150.00	\$74.50	\$11,175.00	\$83.00	\$12,450.00	\$81.00	\$12,150.00	\$73.00	\$10,950.00

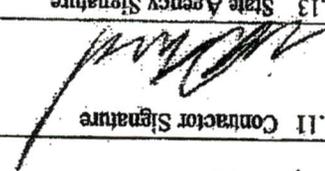
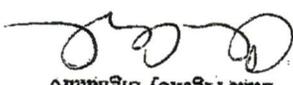
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Concord, NH 03301	
1.3 Contractor Name GMI Acquisition, LLC		1.4 Contractor Address 34 Punch Brook Road Franklin, NH 03235	
1.5 Contractor Phone Number 603-630-2884	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2030	1.8 Price Limitation \$2,041,562.50
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Neil Arruda - General Manager	
1.13 State Agency Signature 		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: <i>Christan Lavona</i> On: 7/9/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **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.

18. **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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 WPA

Date 5/15/25

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. GMI Acquisition, LLC, hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Asphalt (Picked up or delivered) in accordance with the bid submission in response to State Request for Bid 3033-25 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,"

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on July 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2030, a period of approximately five (5) years.
- 3.2. 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 Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

- 4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 4.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 4.3. Contractor's s 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."
- 4.4. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

4.5. PRODUCT PICK UP:

- 4.5.1. Each vehicle used in transporting liquid bituminous material shall be weighed before and after loading and the difference in weights used as the basis for computing pay quantities. When material is weighed, the individual weight slips, which shall be furnished by the Contractor's r for trucks, trailers or distributors shall show the following information: date, project name, number, slip number, material or commodity; dealer or Contractor's; contractor or subcontractor; the location of scales; time of loading, vehicle registration number or other approved legible identification mark; tare and net weights, with gross weights when applicable, and the scale operators name, signature or signed initials.
- 4.5.2. Load tickets will NOT be accepted without driver information and signature. Default/blank tickets will NOT be permitted.
- 4.5.3. The right is reserved to weigh any truck, trailer, or distributor, at locations designated, before and after loading.

- 4.5.4. Product literature, Mandatory Specifications, Supplemental Specification and tables for all including Composition of Mixtures, Minimum Binder Content, Method Requirements, Hot Storage and Gradation and Asphalt Binder Content Reject Limits) may be located at:
- 4.6. New Hampshire Department of Transportation Standard Specifications and Supplementals (Section 400 – Asphalt) and AASHTO (American Association of State Highway and Transport Officials).
- 4.7. Special Attentions | Department of Transportation
- 4.8. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 4.9. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 4.10. The Contractor's shall not commence work until a conference is held with each agency, at which representatives of the Contractor's and the State are present. The conference shall be arranged by the requesting agency (State).
- 4.11. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor's shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor's to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor's.
- 4.12. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor's to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4.13. The Contractor's or their personnel shall not represent themselves as employees or agents of the State.
- 4.14. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 4.15. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 4.16. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 4.17. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 4.18. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 4.19. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 4.20. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 4.21. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

- 4.22. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 4.23. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 4.24. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 4.25. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
5. **BACKORDERS AND SUBSTITUTIONS:**
- 5.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 5.2. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
6. **DELIVERY LOCATIONS:**
- 6.1. The following are the current State of New Hampshire agency, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.
- 6.2. districts-map-city-town-crosswalk.pdf
7. **DELIVERY:**
- 7.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order.
- 7.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.
8. **ADDITIONAL REQUIREMENTS:**
- 8.1. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 8.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 8.3. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 8.4. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 8.5. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
9. **ACCOUNT REPRESENTATIVE:**
- 9.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

- 9.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 9.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration yearly.
- 9.1.3. Provide information and product offerings to bring the latest industry ideas and culinary trends to the State as applicable.
- 9.1.4.

10. USAGE REPORTING:

- 10.1. 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 the end of each calendar quarter to the Bureau of Purchase and Property, Carrie Martin and sent electronic to Carrie.L.Martin@das.nh.gov. At a minimum, the Report shall include:
 - 10.1.1. Contract Number
 - 10.1.2. Utilizing Agency and Eligible Participant
 - 10.1.3. Products Purchased (showing the manufacturer, Product description, part number, and the final cost.)
 - 10.1.4. 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:
 - 10.1.4.1. Percentage of recycled materials contained within finished products
 - 10.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 10.1.4.3. Types and volume of packaging used for transport
 - 10.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 10.1.4.5. A standardized reporting form will be provided after contract award
 - 10.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 10.1.6. Preferred in Excel format

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 11.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3033-25, as described herein, and under the terms of this Contract.
- 11.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor's Registration with up-to-date contact information.
- 11.3. 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.
- 11.4. 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\(q0fzcv55qhaeqs45jpvq5j45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5j45))/welcome.aspx).
- 11.5. 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.
- 11.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 12.1. 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.

13. CONFIDENTIALITY & CRIMINAL RECORD:

13.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials WJA
Date 5/15/25

EXHIBIT C - METHOD OF PAYMENT

14. CONTRACT PRICE:

14.1. The Contractor hereby agrees to provide Asphalt (Pick-up or Delivered) in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,041,562.50; 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.

15. PRICING STRUCTURE:

15.1.

Qty.	UOM	Product Description	GMI
			Unit Cost
900	TON	3/8" Wearing Mix	\$70.75
2600	TON	1/2" Wearing Mix	\$70.75
2500	TON	3/4" Binder Mix	\$70.00
600	TON	3/4" Winter Binder	\$70.00
500	TON	1 1/2" Base Mix	\$0.00
700	TON	3/8" Leveling Course	\$73.00
600	TON	3/8" Cold Patch	\$0.00
200	TON	3/8" High Performance Patch	\$0.00
200	5 Gal Pail	RS1 Emulsion	\$85.00
425	TON	Green Patch	\$0.00
250	TON	Sand Mix	\$73.00

16. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

16.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

17. INVOICE:

17.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 17.1.1. State of NH purchase order (PO) number if applicable
- 17.1.2. State of NH contract number
- 17.1.3. Certified weight ticket
- 17.1.4. State of NH ordering agency information
 - 17.1.4.1. Name and contact information of ordering individual
 - 17.1.4.2. Name of ordering state agency / department
 - 17.1.4.3. Address of ordering state agency / department
 - 17.1.4.4. Name and contact information of ordering state agency accounts payable office
- 17.1.5. Date of purchase
- 17.1.6. Date of delivery
- 17.1.7. Contractor order number

Contractor Initials 5/19/25

Date 5/19/25

- 17.1.8. Contractor account representative name and contact information
- 17.1.9. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 17.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 17.3. **PAYMENT:**
- 17.4. Payments may be made via P-Card.

Contractor Initials WA
Date 5/19/25

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 GMI ACQUISITION, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 11, 2016. 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: 744123

Certificate Number: 0007180379



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2025.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

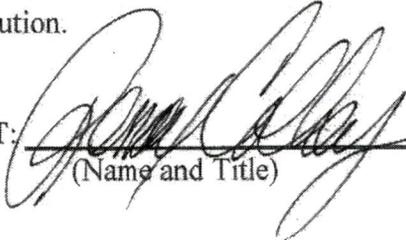
I, Renay Colby, hereby certify that I am a Member or

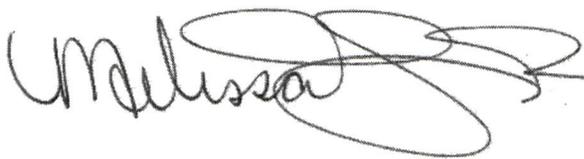
Manager of: GMI Acquisition, LLC a limited liability company under
(Name of LLC)
RSA 304-C.

VOTED: That Neil Arruda – General Manager is duly authorized to enter
(Name and Title)
into contracts or agreements on behalf of GMI Acquisition, LLC with
(Name of LLC)
the State of New Hampshire and any of its agencies or departments; and further, is authorized to
execute any documents which may, in his judgment, be desirable or necessary to effect the
purpose of this vote.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated and
that they have full authority to bind the LLC and that this authorization **shall remain valid for**
Ninety (90) days from the date of this Corporate Resolution.

DATED: 05/14/25

ATTEST: 
(Name and Title)



Melissa M Smith
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 9/25/2029



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 23, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative services to exercise a **Sole Source** amendment to an existing contract (Contract #8003378) with GAC Inc. dba New England Traffic Solutions (VC #280135), Glastonbury, CT for traffic signal equipment by increasing the price limitation by \$2,324,670.62 from \$622,418.26 in an amount up to and not to exceed \$2,947,088.88 effective upon Governor and Executive Council approval with no change to the completion date of February 28, 2029. The original contract was approved by the Governor and Executive Council on February 21, 2024, item #172.

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 was approved by the Governor and Executive Council on February 21, 2024, item #172.

This amendment is **Sole Source** because the requested increase to the current limitation exceeds 10% of the original contract price limitation amount. Following investigation into the contract usage reporting and Bureau of Purchase and Property (BoPP) end-user research, it was determined that the price limitation previously agreed upon by the Department of Administrative Services and GAC Inc. dba New England Traffic Solutions has reached 72% of the available price limitation with an additional four (4) years remaining of the original contract term.

The Department of Transportation has ramped up efforts to upgrade the technology at signalized intersections which has led to the need to purchase replacement/upgraded equipment with expanded locations utilizing the new technology. Previously, traffic signals were isolated and independent. A local controller in the cabinet received inputs from in-pavement sensors to detect vehicles and cycled through the light phases accordingly. On major corridors with multiple signalized intersections, the local controllers would communicate by wire to their neighbors and cycle with some coordination. Troubleshooting and adjustments would be performed by technicians at each cabinet.

There are two key technology improvements involved: remote communication and improved detection. The Department has been working to provide remote access communications with the local controllers. This remote communication is through data network connection via cell modem, cable internet, or DOT ITS network, and allows access via computer interface to monitor the status and performance of the controllers and make adjustments without visiting the sites. Additionally, vehicle detection for signals has historically been provided by in-pavement detection loops to create fixed areas where the presence of a vehicle is detected. The Department has been transitioning some intersections to video-based detection. Video detection makes use of overhead cameras to “see” and interpret activities at an intersection for a variety of purposes. The technology can provide more advanced detection of vehicles with virtual detection areas that can be programmed remotely, and many can reliably detect and differentiate motorcycles, bicycles, and pedestrians, as well. These units also can provide live video feeds of the intersection to aid in remote observation/troubleshooting and vehicle turning movement counting to support traffic data collection for performance analysis and Federal reporting.

These technology improvements both leverage remote data communications improvements, expanding what technicians can do remotely to address problems and/or adapt to special traffic situations. Remote capabilities provide a significant advantage to the Bureau of Traffic over sending crews on overtime to remote signal locations. Upgrades to enable communications include newer generation signal controllers (“the brains” in the cabinets), and network interfaces such as network switches, cell modems, and fiber optics networking. Some systems can also collect and report performance metrics for the intersection and can alert staff of potential problems before detected by the public. Priority has been to add remote communications to major corridors and at the most distant intersections, with the goal of making all signals accessible remotely in the future.

New technology brings greater capabilities but also comes at a higher cost than the equipment previously purchased by the department. As the department has improved its ability to manage signals centrally and has identified funding sources for system improvements, it has been able to purchase the necessary hardware through the various signal equipment contracts. The combinations of technology improvements in the signal industry, the Department’s improved capability of managing a more advanced system, and the availability of funding has resulted in much greater use of these contracts to purchase hardware for system improvements than envisioned.

The expansion of the traffic signal equipment contracts has allowed DOT to improve their efficiency and spend more time on expanding improvements with in-house crews, relying less on contractors and markups on equipment purchases. DOT continues to facilitate improvements to the signal systems in the State toward the goal of operating world class systems suitable for New Hampshire’s needs. The increase below reflects anticipated spend for FY 2025 through the end of the contract term.

Contract financials	
Current limitation	\$622,418.26
Current limitation remaining balance	\$174,852.31
Add this amendment	\$2,324,670.62
Requested price limitation	\$2,947,088.88

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with GAC Inc. dba New England Traffic Solutions

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Financial Analysis

Contract Description	Traffic Signal Equipment	Agency	Statewide
Contract #	8003378	Agent Name	Abbie Joy

Financial Analysis of Contract Expenditures

Current CPL	\$622,418.26	Date of calculations	5/9/2025
Current spend	\$447,565.95	Contract start date	3/1/2024
Upcoming DOT purchase	\$300,000.00	Contract end date	2/28/2029
Balance remaining (\$)	-\$125,147.69	Days remaining	1391
Balance remaining (%)	-20.11%	Month remaining	48.37
Avg monthly spend	\$51,675.07	Months elapsed	14.47
		Remainder of Term (%)	76.22%

Additional funds needed for term	\$2,499,522.93
Increase needed	\$2,324,670.62
New CPL	\$2,947,088.88

Special Notes: The current spend and upcoming purchases was used to calculate the average monthly spend on this contract. Multiplying the average montly spend by the number of months remaining in the contract term provides the additional funds needed for the remainder of the contract term. This number is then added to the current spend and subtracted from the original price limitation to determine the new price limitation.



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
GAC INC. DBA NEW ENGLAND TRAFFIC SOLUTIONS
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR TRAFFIC SIGNAL EQUIPMENT
CONTRACT #8003378**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 15 day of May 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and GAC Inc. dba New England Traffic Solutions hereinafter referred to as "the Contractor") for traffic signal equipment.

WHEREAS, pursuant to an agreement effective March 1, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide traffic signal equipment to the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 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 \$2,947,088.88

2. Amend Exhibit C, 1. Contract Price: Change to the following: \$2,947,088.88
3. All other provisions of the Agreement, approved by the Governor and Executive Council on February 21, 2024, Item #172 shall remain in full force and effect.

GAC INC. DBA NEW ENGLAND TRAFFIC SOLUTIONS

By: C Vecchi

Claudio Vecchiarino
(Print Name)

Title: Vice President

Date: 5/15/2025

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6-25-25

OFFICE OF THE ATTORNEY GENERAL

By: Christen Lavers

Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

Date: 7/3/25

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: _____

Date: _____

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 GAC, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on November 30, 2023. 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: **948056**

Certificate Number: **0007159218**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)



Corporate Resolution

I, Amy Vecchiarino, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
GAC, Inc. DBA New England Traffic Solutions. I hereby certify the following is a true copy of a
vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 27th, 2025,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Claudio Vecchiarino, VP (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

GAC, Inc. DBA New England Traffic Solutions with the State of New Hampshire and
any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for sixty (60) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 3/27/25

ATTEST: Amy Vecchiarino, President
(Name & Title)



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 21, 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 to enter into a contract with GAC Inc. dba New England Traffic Solutions. (VC#280135), Glastonbury, CT in an amount up to and not to exceed \$622,418.26 for traffic signal equipment, with the option to renew for an additional two years effective upon Governor and Executive Council approval for the period of March 1, 2024, through February 28, 2029.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2825-24 for traffic signal equipment on October 3, 2023, with responses due on October 17, 2023. This bid reached 36 vendors through the NIGP electronic sourcing platform with an additional 16 vendors directly sourced. There were 5 compliant responses received for this multi-award contract with New England Traffic Solutions submitting the lowest compliant total pricing for 1 of the 7 categories. Coastal Traffic, Incorporated submitted the lowest compliant total pricing for 4 of the 7 categories. Granite Traffic Solutions, LLC submitted the lowest compliant total pricing for 1 of the 7 categories. Ocean State Signal Co. submitted the lowest compliant total pricing for 1 of the 7 categories.

The streamlined purchasing processes eliminate the need for multiple vendor quotes, whether for crash repairs or planned in-house projects. This not only saves time but also enables effective forecasting for annual inventory and budgets, while minimizing the impact of current inflation costs. Additionally, having an available State supply contract ensures ready resupply of spare parts stock, reducing the need for excessive stock levels due to uncertainty of resupply. Municipalities that maintain traffic signals can also enjoy these economic advantages.

The expiring contract (Contract #8002814) with General Traffic Equipment Co. only included Section E (Traffic Signal LED Modules) of this bid. During the review period,

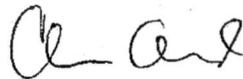
discussions with DOT revealed that it would be beneficial to expand the Traffic Signal contract resulting in 7 total sections to better serve the agency's needs. As Sections F (Cubic/Gridsmart) is new to this contract, there is no means for comparison to the expiring contract.

The forecasted spend amount is the estimated quantity that reflects statewide needs and anticipated purchases over the course of the 5-year contract term. While the 5-year contract does allow for price adjustments biannually, the initial prices remain fixed for a 2-year period. After the first 2 years, the contractor may request increases which may not exceed 5 percent. The financial data includes forecasted allowance for price adjustments beyond year 3 of the contract term. It should be noted that the contract contains a de-escalation clause whereby price decreases are effective immediately as they become available to the general trade.

Contract financials	
Estimated annual spend	\$121,983.00
Estimated term spend (5 year)	\$609,915.00
Estimated bi-annual escalation	\$12,503.26
Recommended price limitation	\$622,418.26

Based on the foregoing, I am respectfully recommending approval of the contract with New England Traffic Solutions.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Traffic Signal Equipment	Agency	DOT
RFB#	2825-24	Requisition#	N/A
Agent Name	Abigail Joy	Bid Closing	10/17/2023 9:00 AM

Est. Annl.Qty	Manufacturer	Product Description	Coastal Traffic		Econolite		General Traffic		Granite Traffic		NE Traffic Solutions		Ocean State	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
SECTION A - Signal Heads, Pedastals, and Hardware														
SECTION A TOTAL			\$77,025.38		NO BID		Non-Compliant		\$87,775.00		\$86,915.00		NO BID	

SECTION B - Signal Cabinet Devices														
SECTION B TOTAL			\$108,798.13		\$141,118.31		NO BID		\$115,068.00		\$133,113.00		NO BID	

SECTION C - Polara Pedestrian Actuators														
SECTION C TOTAL			NO BID		\$33,850.00									

SECTION D - Data Communications														
SECTION D TOTAL			NO BID		NO BID		NO BID		\$60,675.00		\$65,090.00		NO BID	

SECTION E - Traffic Signal LED Modules - see specification														
SECTION E TOTAL			\$38,100.00		NO BID		Non-Compliant		\$43,700.00		\$46,550.00		\$55,200.00	

SECTION F - Cubic/Gridsmart														
4	Gridsmart	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, with Performance Plus module	NO BID		NO BID		NO BID		NO BID		\$17,448.00	\$69,792.00	NO BID	
1	Gridsmart	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, WITHOUT Performance Plus module	NO BID		NO BID		NO BID		NO BID		\$12,911.00	\$12,911.00	NO BID	
10	Gridsmart	Gridsmart 360 Degree Video Image Detection System Camera and Smartmount Kit (with Bell Camera, Junction Box, EPM, Bell, Body, Knob, Ball/Body Set Screws, JB Set Screws, Hex Wrench, Anti-seize, and complete 10' x 3' pole assembly), Cat5 cable - 250 feet, Mounting Hardware	NO BID		NO BID		NO BID		NO BID		\$3,928.00	\$39,280.00	NO BID	
SECTION F TOTAL			NO BID		NO BID		NO BID		NO BID		\$121,983.00		NO BID	

SECTION G - Miovision Equipment														
SECTION G TOTAL			\$35,320.00		NO BID		NO BID		\$38,000.00		NO BID		NO BID	

Estimated annual spend NE Traffic Solutions	\$121,983.00
Estimated term spend NE Traffic Solutions	\$609,915.00
Estimated two-year annual escalation, capped at 5% per year	\$12,503.26
Recommended price limitation NE Traffic Solutions	\$622,418.26



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	5 Years
Price Limitation	\$622,418.26
Number of Solicitations Received	6
Number of Sourced bidders	16
Number of NIGP Vendors Sourced	36
Number of non-responsive bidders	46
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes

Special Notes:	<p>The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2825-24 for traffic signal equipment on October 3, 2023, with responses due on October 17, 2023. This bid reached 36 vendors through the NIGP electronic sourcing platform with an additional 16 vendors directly sourced. There were 5 compliant responses received. The response from New England Traffic Solutions was received just after the bid closing. Their response was accepted, despite being late, as they were the only company to bid on Section F of the RFB, and that is the only section they are awarded.</p>
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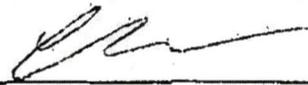
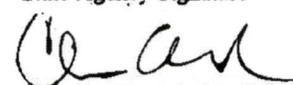
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 GAC, Inc.		1.4 Contractor Address 160 Oak St. Unit 410 Glastonbury, CT 06033	
1.5 Contractor Phone Number (860) 633-1768	1.6 Account Unit and Class Various	1.7 Completion Date February 28, 2029	1.8 Price Limitation \$622,418.26
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 1/19/2024		1.12 Name and Title of Contractor Signatory Claudio Vecchiario, VP	
1.13 State Agency Signature  Date: 2/5/24		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: <i>Duncan A. Edgar</i> On: February 5, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) 172 G&C Item number: <i>WVA</i>  SECRETARY OF STATE G&C Meeting Date: _____ FEB 21 2024			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials *CV*

Date 1/10/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 ev

Date 6/10/2024

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

New England Traffic Solutions (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Traffic Signal Equipment in accordance with the bid submission in response to State Request for Bid #2825-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2825-24
- 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2825-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on March 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through February 28, 2029, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

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

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:00 A.M. and 2:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. 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 the end of each calendar quarter to the Bureau of Purchase and Property, Abbie Joy and sent electronic to PurchasingAgent@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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall perform all work and furnish all materials, tools, equipment and safety devices strictly pursuant to, and in conformity with, the specifications described in State RFB #2825-24 as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/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.

7. **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.

8. **CONFIDENTIALITY & CRIMINAL RECORD:**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

1. CONTRACT PRICE:

The Contractor hereby agrees to provide traffic signal equipment in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$622,418.26; 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.

2. PRICING STRUCTURE:

SECTION F – CUBIC/GRIDSMART		
MANUFACTURER	PRODUCT DESCRIPTION	UNIT COST
Gridsmart	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, with Performance Plus module	\$17,448.00
Gridsmart	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, WITHOUT Performance Plus module	\$12,911.00
Gridsmart	Gridsmart 360 Degree Video Image Detection System Camera and Smartmount Kit (with Bell Camera, Junction Box, EPM, Bell, Body, Knob, Ball/Body Set Screws, JB Set Screws, Hex Wrench, Anti-seize, and complete 10' x 3' pole assembly), Cat5 cable - 250 feet, Mounting Hardware	\$3,928.00

3. PRICE ADJUSTMENTS:

Contract pricing shall remain firm for two years. After two years, on the biannual anniversary date of this contract, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. 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.

4. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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>.

Contractor Initials CV

Date 1/10/2024

EXHIBIT D - RFB 2825-24

RFB #2825-24 is incorporated here within.

Contractor Initials CV
Date 1/10/2024

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials *CV*
1/10/2024
Date 1/10/2024

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: October 17, 2023

Company Name: New England Traffic Solutions

Address: 160 Oak Street - Unit 410 Glastonbury, CT 06033

To: Point of Contact: **Abigail Joy**
Telephone: **(603)-271-3290**
Email: **NH.Purchasing@das.nh.gov**

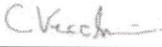
RE: Bid Invitation Name: **TRAFFIC SIGNAL EQUIPMENT**
Bid Number: **2825-24**
Bid Posted Date (on or by): **10/3/2023**
Bid Closing Date and Time: **10/17/2023 @ 9:00 AM (EST)**
Dear **Abigail Joy**,

[Insert name of signor] Claudio Vecchiarino, on behalf of New England Traffic Solutions [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 #2825-24 for Traffic Signal Equipment 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  Authorized Signor's Title Claudio Vecchiarino

**REQUEST FOR BID FOR TRAFFIC SIGNAL EQUIPMENT FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of Traffic Signal Equipment 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 NHLPurchasing@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 email to Abigail Joy at ABIGAIL.F.JOY@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.

10/3/2023	Bid Solicitation distributed on or by
10/13/2023	Last day for questions, clarifications, and/or requested changes to bid
10/17/2023	1:30 PM (EST) Bid Closing
03/01/2024	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 March 1, 2024, upon approval of the Commissioner of the Department of Administrative Services or upon approval of the Governor and Executive Council, whichever is later, and shall continue thereafter for a period of five (5) 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 with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section. 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(s).

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 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.

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:

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. 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.**

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, 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.

By submitting a proposal, Bidders acknowledge and agree that:

- 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 RFP;
- 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
- 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.

TERMINATION:

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

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.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for two years. Afterwards, prices may be adjusted biannually and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

After two years, on the biannual anniversary date of this contract, the successful Vendor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. 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 ninety (90) 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.

The biannual increase for any item shall not exceed 5%. The State will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

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.
Updated Published Price List MUST be e-mailed to Abigail.F.Joy@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 industry changes or general trade. 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.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

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 Abigail Joy at The Bureau of Procurement & Support Services and sent electronic to ABIGAIL.F.JOY@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.
- 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 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

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

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://www.das.nh.gov/purchasing/vendorresources.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.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 2:30 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

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.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

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.

DISASTER RECOVERY:

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or (circle one)**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within four (4) weeks from the placement of the order.

The bidder shall indicate which items typically have delivery times exceeding four (4) weeks on the offer sheet. A bidder will not be excluded if they cannot meet the four (4) week delivery period.

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

RETURNED GOODS:

The successful Vendor 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 successful Vendor 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 of New Hampshire 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 successful Vendor.

OFFER:

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.

Vendors may bid on any and all sections, but must bid on all items within a section.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

Please submit with your bid, current updated full catalog(s) of the traffic signal equipment you offer, showing manufactures list price.

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

DOT Bureau of Traffic
18 Smokey Bear Blvd.
Concord, NH 03302

VENDOR CONTACT INFORMATION:

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

<u>Claudio Vecchiarino</u>	<u>Local Telephone Number</u>	<u>Toll Free Telephone Number</u>
Contact Person		
<u>claudio@netrafficsolutions.com</u>	<u>www.NewEnglandTrafficSolutions.com</u>	
E-mail Address	Company Website	
<u>New England Traffic Solutions</u>	<u>160 Oak Street - Unit 410 Glastonbury, CT 06033</u>	
Vendor Company Name	Vendor Address	
<u>280135</u>	<u>00-685-2998</u>	
Vendor Number	DUNS and/or SAM.GOV Number	

ATTACHMENTS:

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

- Attachment 1: Sample P-37 Form
- Attachment 2: Offer Sheet
- Attachment 3: Section E: Traffic Signal LED Modules Specifications

Note: To be considered, bid shall be signed on the front cover sheet in the space provided and initialed and dated on each page thereafter. Any subsequent addendums must also be signed and returned with the final bid submission.

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: 277 575 351 351
Passcode: 8TT6Y5
[Download Teams](#) | [Join on the web](#)
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 115 147 931 9
[Alternate VTC instructions](#)
Or call in (audio only)
+1 603-931-4944,,870910131# United States, Concord
Phone Conference ID: 870 910 131#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual

orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

**Attachment 3:
Section E: Traffic Signal LED Modules Specifications**

**NHDOT-Bureau of Traffic
October 2023**

SPECIFICATIONS:

1. Requirements
 - a. Shall meet the requirements of Institute of Transportation Engineers, Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement: Dated June 27, 2005
 - b. Lens color shall be tinted the following:
 - i. Red for RED LED
 - ii. Yellow for YELLOW LED
 - iii. Clear for GREEN LED
 - c. Operating Voltage: 80V AC - 135V AC (120V AC nominal)
 - d. Operating Temp Range: -40°C to +74°C
 - e. LED Arrows modules shall be fully compliant to the "Omni-directional" specifications of the ITE VTC SH - LED Vehicle Arrow Traffic Signal Supplement adopted July 1, 2007.
 - f. The manufacturer must have the modules certified and listed by Intertek Testing Laboratories LED certification program as meeting the requirements of the ITE specification stated above.
 - g. Shall be designed and manufactured to provide full performance including required minimum luminous intensity for a standard service life of at least 15 years.
 - h. Power supply module circuit boards shall be protected with a conformal coating.
 - i. Connectors & Wiring:
 - i. The LED signal module power leads shall have spade lug connectors with fork adapters for terminating the module to the signal head termination block. The screw size for the termination block is #8-32.
 - ii. LED power lead wiring shall be 36 inch minimum in length, 18 AWG, Color Coded, with Strain Relief.
2. Warranty
 - a. Manufacturer shall provide a written warranty which provides for repair or replacement of modules that fail to function as specified due to workmanship or material defects within the 15 years from date of installation. Modules which exhibit luminous intensities less than the minimum as specified in the ITE specifications as indicated below, within 15 years from date of installation shall be replaced or repaired at no charge to the State.
3. Basis of Specification
 - a. Dialight, 12-inch, ITE Compliant, Long Life LED Traffic Signal Modules, series XL15 ("balls") and XOD15 (arrows)
4. Acceptable Manufacturers
 - a. The following manufacturers are the only ones that are acceptable under this bid invitation:
 - i. Dialight
 - ii. Leotek
 - iii. GE

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: October 10, 2023

ADDENDUM # 1 TO BID INVITATION 2825-24

DATE OF BID CLOSING: 10/17/2023

TIME OF BID CLOSING: 9:00 AM (EST)

FOR: TRAFFIC SIGNAL EQUIPMENT

UPDATED OFFER SHEET: The offer sheet for this bid has been updated. Please use the offer sheet with the subheading: Revision 1 – Issued with Addendum 1.

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

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

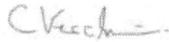
PURCHASING AGENT: ABIGAIL JOY

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.

BIDDER New England Traffic Solutions ADDRESS 160 Oak Street - Unit 410 Glastonbury, CT 06033

BY



(this document must be signed)

Claudio Vecchiarino

TEL. NO. 860-633-1768 (please type or print name)

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

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

DATE OF CHANGE: October 16, 2023

ADDENDUM # 2 TO BID INVITATION 2825-24

DATE OF BID CLOSING: 10/17/2023

TIME OF BID CLOSING: 9:00 AM (EST)

FOR: TRAFFIC SIGNAL EQUIPMENT

QUESTION: Will the DOT accept Mobotrex Signal Housings as an equivalent to the Swarco/McCain?

STATE'S RESPONSE: Mobotrex Signal Housings will not be accepted as an equivalent to the Swarco/McCain specified in the offer section.

QUESTION: Is it required of the bid to submit a catalog with list pricing?

STATE'S RESPONSE: Yes.

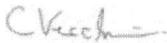
PURCHASING AGENT: ABIGAIL JOY

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.

BIDDER New England Traffic Solutions ADDRESS 160 Oak Street - Unit 410 Glastonbury, CT 06033

BY



(this document must be signed)

Claudio Vecchiarino TEL. NO. 860-633-1768

(please type or print name)

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

Bid 2825-24 Traffic Signal Equipment - Offer Section

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

SECTION A - Signal Heads, Pedastals, and Hardware

MANUFACTURER	PART NUMBER/SHORT DESCRIPTION	DESCRIPTION	EST ANNUAL USAGE	UNIT PRICE (Each, unless noted)	WEIGHTED PRICE
Pelco	AG-0125-1-96-PNC	Astro-Brac Galaxy 1-Way Stainless cable Mount	50	\$ 217.00	\$ 10,850.00
Pelco	AB-5006-PNC	Astro-Brac 1- Way Arm Kit PNC	40	\$ 128.00	\$ 5,120.00
Pelco	AB-0390-46-PNC	Astro-Brac Gusseted Tube	30	\$ 40.00	\$ 1,200.00
Pelco	AB-0390-56-PNC	Astro-Brac Gusseted Tube	15	\$ 52.00	\$ 780.00
Pelco	SE-3158 P44	Upper and Lower Arm Assy. 4 Way Iron	10	\$ 273.00	\$ 2,730.00
Pelco	SE-3156 P29	Upper and Lower Arm Assy. 3 Way Iron	5	\$ 276.00	\$ 1,380.00
Pelco	SE-3154 P29	Upper and Lower Arm Assy. 2 Way Iron	5	\$ 176.00	\$ 880.00
Pelco	SE-3070 P29	Span Wire Hanger	15	\$ 82.00	\$ 1,230.00
Pelco	SE-3248 P29	1 Way Upper and Lower ICC Ped Arm Assy 12" Iron	30	\$ 160.00	\$ 4,800.00
Pelco	SE-3309 P29	1 Way Upper and Lower Arm Assy. 10" Iron	30	\$ 193.00	\$ 5,790.00
Pelco	SE-3177 P29	Post Top Assy Slip Fitter 2 Way Iron	30	\$ 113.00	\$ 3,390.00
Pelco	PB-5338-GL- PNC	Square Pedestal Bases Aluminum	30	\$ 274.00	\$ 8,220.00
Pelco	PB-5338-GL- P33	Square Pedestal Bases Aluminum Black	5	\$ 290.00	\$ 1,450.00
Pelco	PB-5102-3-PNC	Pedestal Pole Alum 4 "	15	\$ 216.00	\$ 3,240.00
Pelco	PB-5102-7-PNC	Pedestal Pole Alum 8	10	\$ 369.00	\$ 3,690.00
Pelco	PB-5102-9-PNC	Pedestal Pole Alum 10	10	\$ 463.00	\$ 4,630.00
Pelco	PB-5102-7-P33	Pedestal Pole Alum 8 (Black)	5	\$ 416.00	\$ 2,080.00
Pelco	PB-5102-9-P33	Pedestal Pole Alum 10 (Black)	5	\$ 534.00	\$ 2,670.00
Swarco/Mccain		16" yellow Aluminum Pedestrian Housing	20	\$ 141.00	\$ 2,820.00
Swarco/Mccain		16" Black Aluminum Pedestrian Housing	10	\$ 141.00	\$ 1,410.00
Swarco/Mccain		16" Tunnel Visor	20	\$ 41.00	\$ 820.00
Swarco/Mccain		16" Vantage Visor	20	\$ 25.00	\$ 500.00
Swarco/Mccain		8" 3 section signal head- aluminum- yellow	10	\$ 210.00	\$ 2,100.00
Swarco/Mccain		12" 3 section signal head- aluminum- yellow	40	\$ 235.00	\$ 9,400.00
Swarco/Mccain		12" 3 section signal head- aluminum- Black	5	\$ 235.00	\$ 1,175.00
Swarco/Mccain		Tunnel Visor for Mccain 12" Signal head Aluminum yellow	150	\$ 26.00	\$ 3,900.00
Swarco/Mccain		Tunnel Visor for Mccain 8" Signal head Aluminum yellow	30	\$ 22.00	\$ 660.00
Section Total:					\$ 86,915.00

Vendor's Balance of Product Line Discount %	%
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SECTION B - Signal Cabinet Devices

Struthers Dunn	21XBXP	flash transfer relay	100	\$ 26.00	\$ 2,600.00
PDC	SSS-871/O	Load Switch	200	\$ 39.00	\$ 7,800.00
PDC	SSF-86	Cabinet Flasher	25	\$ 50.00	\$ 1,250.00
TSC/Traffic Sensor Corp	25DF 60-135VAC	Cube Flasher	25	\$ 401.00	\$ 10,025.00
EDI	LMD301T	Detector, Shelf	100	\$ 258.00	\$ 25,800.00
EDI	LMD622T	Detector Rack 2 Ch	100	\$ 181.00	\$ 18,100.00
EDI	LMD624T	Detector Rack 4 Ch	25	\$ 382.00	\$ 9,550.00
EDI	PS-100	Nema Rack Power supply	10	\$ 283.00	\$ 2,830.00
EDI	Ps 250	Nema TS2 Power Supply	5	\$ 584.00	\$ 2,920.00
EDI	BIU 700	Nema TS-2 BIU	5	\$ 338.00	\$ 1,690.00
EDI	SIU-2218	ATC SIU	5	\$ 301.00	\$ 1,505.00
EDI	242L	ATC DC isolator	2	\$ 59.00	\$ 118.00
EDI	CMUip-2212-HV	ATC CMU	2	\$ 875.00	\$ 1,750.00
EDI or Econolite	MMU2-16LE	MMU 16 ch Smart Monitor	30	\$ 1,343.00	\$ 40,290.00
Struthers Dunn	418XXXL-120VAC	Hybrid relay (Mercury Relay)	5	\$ 161.00	\$ 805.00
Hesco RLS	HE 1750	AC Surge Protector	10	\$ 608.00	\$ 6,080.00
Section Total:					\$ 133,113.00

Vendor's Balance of Product Line Discount %	%
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SECTION C - Polara Pedestrian Actuators

Polara	BDSP-014-Y-4H	Bulldog Button round 4 hole	50	\$ -	\$ -
Polara	PBF2C-Y	Bulldog 9x15 Sign Frame w/ Built in Cup	40	\$ -	\$ -
Polara	RDSP-014-Y-2H	Bulldog Button Rectangular	40	\$ -	\$ -
Polara	iNS33TNO-B	3 Wire iNavigator APS w/ 9x15 CD Sign - Black	10	\$ -	\$ -
Polara	iNS33TNO-Y	3 Wire iNavigator APS w/ 9x15 CD Sign - Yellow	15	\$ -	\$ -
Section Total:					\$ -

Vendor's Balance of Product Line Discount %	%
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SECTION D - Data Communications

Sierra Wireless	RV55 LTE-A Pro	Cellular Modem with FirstNet capability	5	\$ 1,327.00	\$ 6,635.00
Axis	Q6075-E	PTZ Camera	5	\$ 5,040.00	\$ 25,200.00
Siemens	RS900G-HI-D-2SC10-xx	Ruggedcom Switch	15	\$ 2,217.00	\$ 33,255.00
				Section Total:	\$ 65,090.00

SECTION E - Traffic Signal LED Modules - see specification

Dialight, Leotek or GE		Red LED Module	150	\$ 56.00	\$ 8,400.00
Dialight, Leotek or GE		Yellow LED Module	150	\$ 56.00	\$ 8,400.00
Dialight, Leotek or GE		Green LED Module (clear lens)	150	\$ 56.00	\$ 8,400.00
Dialight, Leotek or GE		Red Arrow LED Module	100	\$ 61.00	\$ 6,100.00
Dialight, Leotek or GE		Yellow Arrow LED Module	100	\$ 61.00	\$ 6,100.00
Dialight, Leotek or GE		Green Arrow LED Module (clear lens)	150	\$ 61.00	\$ 9,150.00
Indicate above manufacturer and part numbers being offered				Section Total:	\$ 46,550.00

Vendor's Balance of Product Line Discount % _____ %

SECTION F - Cubic/Gridsmart

Gridsmart	GS3 Gridsmart System Processor	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, with Performance Plus module	4	\$ 17,448.00	\$ 69,792.00
Gridsmart	GS3 Gridsmart System Processor	Gridsmart 360 Degree Video Image Detection System Processor, including GS3 GRIDSMART Processor, I/O Module TS2, TS2 Cabinet Cables, WITHOUT Performance Plus module	1	\$ 12,911.00	\$ 12,911.00
Gridsmart	GridSmartSystem 360 SPVD Camera with Mounting Hardware	Gridsmart 360 Degree Video Image Detection System Camera and Smartmount Kit (with Bell Camera, Junction Box, EPM, Bell, Body, Knob, Ball/Body Set Screws, JB Set Screws, Hex Wrench, Anti-seize, and complete 10' x 3' pole assembly), Cat5 cable - 250 feet, Mounting Hardware	10	\$ 3,928.00	\$ 39,280.00
				Section Total:	\$ 121,983.00

Vendor's Balance of Product Line Discount % _____ %

SECTION G - Miovision Equipment

Miovision	P/N NA-MIO-CTM-DCM-V1	Miovision Core DCM	2		\$ -
Miovision	P/N ITS-CAM360-HTD	Miovision SmartView 360	2		\$ -
Miovision	P/N SE-4516-120-PNC, AG-3055-96-PNC, SE-0457-DS-PNC	Miovision Camera Mount	2		\$ -
Miovision	P/N ITS-SW-SS DETECTION-PLUS	Miovision Detection Plus License	2		\$ -
				Section Total:	\$ -

Vendor's Balance of Product Line Discount % _____ %

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 GAC, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on November 30, 2023. 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: **948056**

Certificate Number : **0006357632**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **30th** day of **November** A.D. **2023**.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Amy Vecchiarino, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
GAC, Inc. DBA New England Traffic Solutions. I hereby certify the following is a true copy of
(Name of Corporation)

a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December, 21st, 2023,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Claudio Vecchiarino, Vice President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

GAC, Inc. DBA New England Traffic Solutions with the State of New Hampshire and
(Name of Corporation)

any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 12/21/23

ATTEST: *Amy Vecchiarino*
(Name & Title)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

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).

PRODUCER Champoux Insurance Group 150 East Ave Lewiston ME 04240	CONTACT NAME: Michelle Augello PHONE (A/C, No, Ext): 2077536211 E-MAIL ADDRESS: Michelle@champoux-ins.com		FAX (A/C, No): 207-782-7881
	INSURER(S) AFFORDING COVERAGE		
INSURED GAC, Inc DBA New England Traffic Solutions 160 Oak Street, Suite 410 Glastonbury CT 06033	GACINCD-01	INSURER A : Ohio Security Insurance Co	NAIC # 24082
		INSURER B : Ohio Casualty Insurance Co.	24074
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1054113370

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLS56029463	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO62757943	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Administrative Services
 Bureau of Purchase and Property
 25 Capitol St. - Room 102
 Concord NH 03301

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

Diane M. Champoux

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ITEM #	ITEM NAME	UNIT PRICE		
Processors				
GS3-SYS	GS3 System	\$13,119		
GS3-PRT	GS3 Protect	\$7,695		
GS3-SYS-HC	GS3 System, High Capacity ¹	\$13,825		
GS3-SYS-MM	GS3 System, No Modem	\$13,119		
GS3-RMB	Rackmount Bracket for GS3	\$99		
GS3-TS1-OPT	TS1 Module GS3	\$205		
GS3-TS2-OPT	TS2 Module GS3	\$205		
GS3-ITS-OPT	ATC / ITS Module GS3	\$205		
Cameras, CAT5e (for cable runs < 300ft)¹				
GS-3-SMK	Bell Camera Kit	\$3,993		
GS-3-SMK-L	Bell Camera Kit for Luminaire	\$4,150		
GS-3-SMA	Advanced Detection Camera	\$2,669		
GS-3-SMS	Stopline Detection Camera	\$2,669		
Cameras, Fiber (for any cable run < 2000ft)¹				
GS-3-SMK-F	Bell Camera Kit, Fiber	\$4,481		
GS-3-SMK-F-L	Bell Camera Kit for Luminaire, Fiber	\$4,579		
GS-3-SMA-F	Advanced Detection Camera, Fiber	\$3,975		
GS-3-SMS-F	Stopline Detection Camera, Fiber	\$3,975		
Software Modules				
GS-3-PPM+	Performance Plus (includes Streams) ²	\$4,725		
GS-3-PPM	Performance ³	\$3,455		
GS-3-VDM+	VRU Data Plus (includes Streams)	\$2,945		
GS-3-VDM	VRU Data	\$1,695		
GS-3-STR	Streams	\$1,445		
GS2-SYS-UPG	Protect to System Upgrade	\$5,400		
Camera Connectivity				
GS-FCB1	Fiber Conversion Bundle for 1 Repeater (600) ⁴	\$1,845		
GS-FCB2	Fiber Conversion Bundle for 2 Repeaters (1000) ⁴	\$2,305		
GS-3-SCT	SMARTConnect Tool Kit	\$4,404		
GS-3-FIB	1,000' of Fiber Cable	\$2,207		
GS-3-FIB2	2,000' of Fiber Cable	\$3,781		
GS-3-FIB-LG	10,000' of Fiber Cable	\$15,968		
GS-3-SMK-F-MC	Fiber Media Converters (set of 2, cabinet & camera)	\$1,095		
GS-15012	Fiber Fast LC Connector (Quantity 1)	\$29		
GS-3-CAT5	1,000' of CAT5e cable	\$548		
Accessories & Add-ons				
GS-3-EPM-KIT	Ethernet Protection Module (for CAT5e cameras)	\$98		
GS3-TS1-CBL	GS3 TS1 Cables	\$396		
GS-3-TS2	TS2 Cable	\$192		
GS-3-ITS	ATC / ITS Cable	\$87		
GS-3-C12	C12 Cable	\$192		
GS-3-CBP	Controller Breakout Panel	\$412		
GS-3-CBL	Cable Bracket 84" (2.13m)	\$179		
GS-3-TEN	Tenon Bracket 1.9" to 4.5" (0.05m to 0.11m)	\$179		
GS-3-MTA	Mounting Arm (Nipping not included)	\$1,965		
Trade Up⁵				
GS3-GS2-TU-TS1	GS2-to-GS3 Trade-up, Includes TS1 Module	\$9,995		
GS3-GS2-TU-TS2	GS2-to-GS3 Trade-up, Includes TS2 Module	\$9,995		
GS3-GS2-TU-ITS	GS2-to-GS3 Trade-up, Includes ATC / ITS Module	\$9,995		
GS3-LP-TU-TS1	LP-to-GS3 Trade-up, Includes TS1 Module	\$10,995		
GS3-LP-TU-TS2	LP-to-GS3 Trade-up, Includes TS2 Module	\$10,995		
GS3-LP-TU-ITS	LP-to-GS3 Trade-up, Includes ATC / ITS Module	\$10,995		
Extended Warranties				
GS-3-EWP1	Processor + 1 Year (4 years total)	\$534		
GS-3-EWP2	Processor + 2 Years (5 years total)	\$960		
GS-3-EWP3	Processor + 3 Years (6 years total)	\$1,283		
GS-3-EWC1	Camera + 1 Year (4 years total)	\$426		
GS-3-EWC2	Camera + 2 Year (5 years total)	\$749		
GS-3-EWC3	Camera + 3 Year (6 years total)	\$960		