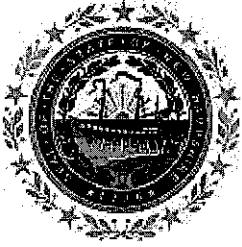


134 - 6/3/26



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

April 28, 2026

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 enter into a five year contract (Contract #8003813) with Swarco Industries LLC (VC# 211174), Columbia, TN, for glass spheres in an amount up to and not to exceed \$4,800,000.00 with the option to extend for up to two years, effective upon the Governor and Executive Council approval through January 31, 2031.

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

EXPLANATION

This contract upon approval will continue to provide the State with access to reflective glass spheres. Glass Spheres are a critical component of roadway marking as they are applied on top of freshly painted lines and markings to provide greater visibility for vehicles. This contract is used predominately by the Department of Transportation; however, the existence of an established statewide contract allows for towns, municipalities, and other political subdivisions to capitalize on the negotiated rates established under contract.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 3086-26 for glass spheres, to replace expiring contract #8003177. The bid resulted in 2 compliant responses due to the specific nature of this product. Upon approval this contract will establish fixed prices for a 12-month period. The contractor may request annual price increases throughout the term of the contract however increases are capped at 3% annually and in no case shall any increase be approved without substantiating documentation. It is important to note that market trends will be monitored closely, and any market price reductions will become effective immediately as they become available.

The requested price limitation of \$4,800,000.00 will cover the full term of the contract and is calculated from internal spend reports. The price limitation includes a contingency of \$465,600.00, or approximately 10%, for balance of product line.

The following table represents a summary of the amount necessary to accommodate the requested contract term. A detailed bid tabulation is attached for reference.

Contract financials	
Estimated annual spend	\$866,880.00
Term spend (5-years)	\$4,334,400.00
Add allowance for balance of product line	\$465,600.00
Price Limitation	\$4,800,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with Swarco Industries LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



RFB Bid Summary

Bid Description	Glass Spheres Supply and Delivery	Agency	Statewide
RFB#	3095-26	Requisition#	N/A
Agent Name	Rhonda Girard	Bid Closing	12/8/2025 at 10:00 am

Indicates Award:

Qty.	UOM	Product Description	Swarco		Potters		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
220,000	Pounds	50 lb bag glass spheres	\$0.56	\$123,200.00	\$0.59	\$130,240.00	\$0.51	\$113,080.00
1,328,000	Pounds	2000 lb box of glass spheres	\$0.56	\$743,680.00	\$0.59	\$783,520.00	\$0.51	\$682,592.00
		Sub Total		\$866,880.00		\$913,760.00		\$795,672.00
		Estimated annual spend		\$866,880.00		Expiring contract annual		\$795,672.00
		Estimated term spend		\$4,334,400.00		Expiring contract term		\$3,978,360.00
		Add allowance for balance of product		\$465,600.00		Cost increase		\$356,040.00
		Recommended price limitation		\$4,800,000.00		Delta: new vs. expiring		8%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years
Price Limitation	\$4,800,000.00
Number of Compliant Solicitations Received	2
Number of Sourced bidders	1
Number of NIGP Vendors Sourced	201
Number of non-responsive bidders	200
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Expiring Contract Term	\$3,978,360.00
Total Cost Increase (\$/%)	\$356,040.00 8%
Special Notes:	

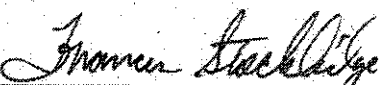
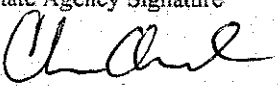
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION – Contract #8003813

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 Swarco Industries LLC		1.4 Contractor Address 270 Rutherford Lane, Columbia, TN 38401	
1.5 Contractor Phone Number (931) 388-5900 800-216-8781	1.6 Account Unit and Class Various	1.7 Completion Date January 31, 2031	1.8 Price Limitation \$4,800,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director, Division of Procurement and Support Services		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 3/6/26		1.12 Name and Title of Contractor Signatory Frances Stockbridge, Vice-president	
1.13 State Agency Signature  Date: 4/29/26		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>Christen Lavers</i> On: 5/10/26			
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 78

Date 3/6/2026

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Swarco Industries 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 Glass Spheres in accordance with the bid submission in response to State Request for Bid 3095-26 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through January 31, 2031.
- 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 Governor and Executive Council.
- 3.3. 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.
- 3.4. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract. +
- 4.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.
- 4.3. Glass beads (sometimes referred to as "glass spheres") shall conform to latest version of AASHTO M247 Type 1 with moisture resistance and adherence coatings and any additional requirements included within this specification.
- 4.4. ADHERENCE COATED
 - 4.4.1. The beads shall be coated with an adherence coating designed to interact with and adhere to the film as well as be of such size, shape and character as to facilitate their embedment in the freshly applied binder film.
- 4.5. CRUSHING RESISTANCE
 - 4.5.1. Retained 0.425 mm. (No. 40) sieve 133 N (30 pounds) minimum.
- 4.6. SILICA CONTENT
 - 4.6.1. The glass beads shall be manufactured from commercial grade soda lime glass cullet containing less than 0.1 weight percent crystalline silica. The glass beads shall contain no less than 60% amorphous silica. This is not free silica and does not cause silicosis.
- 4.7. CHEMICAL STABILITY

4.7.1. Beads which show any tendency toward decomposition, including surface etching, when exposed to atmospheric conditions, moisture, dilute acids, or alkalis or paint film constituents, may, prior to acceptance, be required to demonstrate satisfactory reflectance behavior and maintenance under such tests.

4.8. 2.4 HEAVY METALS AND TOXICITY

4.8.1. Beads shall contain less than 200 parts per million total concentrations of arsenic or lead as determined in accordance with Environmental Protection Agency testing methods 3052, 6010B, or 6010C. Manufacturer shall submit testing from independent testing laboratory certifying this requirement has been met.

4.9. TESTING AND SAMPLING METHODS

4.9.1. All testing and sampling methods shall conform to the latest version of the AASHTO M247 and any additional information included within.

4.9.2. Roundness: The glass beads shall have a minimum of 80% true spheres as determined by AASHTO R98.

4.9.3. Adherence Coating: AASHTO T346 – Adherence Coating Test – Referee Method

4.10. PACKAGING AND MARKING

4.10.1. The bagged beads shall be packed in 50-pound units, in a 5-ply multi-walled moisture-proof paper bag with a 1.5 mil. polyethylene middle layer. Bag dimensions (nominal): 13" x 3" x 25". Bags shall be palletized, suitable for lifting handling. Maximum of 4,000 pounds of beads per pallet.

4.10.2. The boxed beads shall be packaged in 2,000-pound containers. These containers shall be made of materials strong enough to withstand handling, transporting, and provide moisture protection. All containers shall be palletized, suitable for lift handling. Maximum of 2,000 pounds of beads per pallet. The 2,000-pound containers must be able to be stacked on each other at least two high.

4.10.3. Containers are to be guaranteed to furnish dry and undamaged beads.

4.10.4. Each package shall contain the following information:

4.10.4.1. Name and address of manufacturer

4.10.4.2. Shipping point

4.10.4.3. Trademark or name

4.10.4.4. The wording "glass beads"

4.10.4.5. The specification number

4.10.4.6. Number of kg. (lbs.) per container

4.10.4.7. The lot or batch number

4.10.4.8. Month and year of manufacture

4.11. SAMPLING AND INSPECTION

4.11.1. All delivered material shall conform to the certified analysis. The New Hampshire Department of Transportation reserves the right to sample and inspect and arrange for testing on deliveries for specification compliance. Any material not conforming will be rejected and shall be removed at the Contractor's expense. Final acceptance and testing will be made at the point of application. If a material batch fails, the entire batch will be rejected.

4.11.2. Certificate of Compliance: Regardless of any testing that may be performed by NHDOT, each delivery and each batch within a delivery shall be accompanied by a Certificate of Compliance issued by the manufacturer for the material including certifications and quality control test results. At a minimum, test results shall include: Gradation, % Roundness, Refractive Index, and total concentration for both arsenic and lead per paragraph 2.4 above with a Statement of Compliance that the material meets the requirements of Section 1504 of MAP-21.

4.11.3. In as much as the performance of the spheres is of major importance, the failure of the spheres to meet the requirements shall be considered a major breach of any contract based upon these specifications. Failure of three (3) lab specification tests will be considered an Event of Default under paragraph 8 of the Contract Terms and Conditions and Failure to Deliver under paragraph 5 of the Contract Terms and Conditions.

4.12. BUILD AMERICA, BUY AMERICA

- 4.12.1. The materials supplied by this Contract are subject to use on Federally funded or reimbursed activities. Therefore, the materials are subject to compliance with the Build America, Buy America Act (BABA) and glass beads are considered "Construction Materials" under BABA. The beads shall be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
- 4.12.2. Certificate of Compliance: In addition to the Certificate of Compliance required under section 5, each delivery and each batch within a delivery shall be accompanied by a BABA Certificate of Compliance issued by the manufacturer for the construction material that identifies where the material was manufactured and attest specifically to compliance with BABA.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.3. 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).
- 5.4. Contractor 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."
- 5.5. 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 loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or 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.
- 5.6. Label, package, and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.
- 5.7. 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.
- 5.8. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 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.
- 5.9. 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.

6. ORDERING SYSTEM:

- 6.1. Ordering system must be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:
- 6.1.1. Web-based, Inventory control capabilities

- 6.1.2. ability to interface with different point of sales systems
- 6.1.3. ability to use on multiple devices to include but not limited to tablets, iPhones
- 6.1.4. ability to include reference numbers
- 6.1.5. ability to provide a variety of reports including dashboard reporting
- 6.1.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

7. BACKORDERS AND SUBSTITUTIONS:

- 7.1. 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.
- 7.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 7.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
- 7.4. Adm-606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of this contract or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the Contractor shall be liable to the state for any excess costs.

8. RECALLS:

- 8.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

9. SAMPLE PRODUCTS FOR EVALUATION:

- 9.1. Product samples may be requested occasionally throughout the resulting contract period. Product sample shall be the exact quality, brand and style being quoted in this contract. All samples shall be provided at no charge to the State of NH Bureau of Purchase and Property or the requesting Agency and will not be returned.
- 9.2. The samples shall be accompanied by a Transmittal Letter with contact phone and email, Safety Data Sheets, and signed/dated Certificates of Compliance with the specification in Exhibit A issued by the manufacturer for the material including certifications and certified analysis results. At a minimum, analysis results shall include: Gradation, % Roundness, Refractive Index, and total concentration for both arsenic and lead, as well as a Statement of Compliance that the material meets the requirements of Section 1504 of MAP-21 and is in compliance with the Build America, Buy America Act. Sample containers shall be marked with manufacturer name, product name and number and batch numbers consistent with production containers. The product sample shall be contained in two one-quart cans, each with tamper-evident seals, and shall be sent by UPS, FedEx, or similar service, for tracking purposes to the following physical address:

ATTN: LEE BARONAS
NH DEPARTMENT OF TRANSPORTATION
TRAFFIC BUREAU
18 SMOKEY BEAR BLVD
CONCORD, NH 03302

10. RETURNED GOODS:

- 10.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges and shall be

replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

- 10.2. 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 Contractor.
- 10.3. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

11. PERFORMANCE GUARANTEES:

- 11.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on November 1st (period of July 1 through September 30), February 1st (period of October 1 through December 31), May 1st (period of January 1 through March 31), and August 1st (period of April 1 through June 30) of each year.
- 11.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.
 - 11.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.
 - 11.2.2. Fill Rate: Ninety percent (90%) including substitutes.
 - 11.2.3. Error reporting (miss picks, invoice accuracy):
 - 11.2.4. Miss Picks: Two (2) per one thousand (1,000) cases.

12. DELIVERY:

- 12.1. All deliveries shall be made in accordance with the schedule listed herein. Weather and other factors can affect demand. The Contractor must take these factors into account and adjustments to the schedule must be mutually agreed upon. See Exhibit "B" for estimated delivery schedule for CY 2026 through 2030.
- 12.2. All shipments to the primary delivery location (Location A) shall be scheduled with the freight carriers to arrive between 6:00 AM and 12:00 noon on normal workday, following a minimum one-workday notice to the Delivery Contact. Deliveries that arrive outside of the delivery time will NOT BE ALLOWED TO WAIT ON SITE to be unloaded.
- 12.3. DELIVERY TIME, COMMUNICATION AND PENALTIES FOR REMOTE DELIVERY LOCATIONS ONLY:
 - 12.3.1. The State of New Hampshire shall institute the following policy, procedures and penalties relative to the timely delivery of orders to the remote delivery locations (Locations B, C, D, E and F).
 - 12.3.2. Orders for spheres to be delivered to any of the remote locations shall be placed a minimum of 14 calendar days prior to the required delivery date. An alternative Remote Delivery Location within 50 miles of a listed location may be substituted at the time of order.
 - 12.3.3. All shipments shall be scheduled with the freight carriers to arrive between 6:00 AM and 7:00 AM on normal workday.
 - 12.3.4. The State shall place the remote order using email to the Contractor's "contract manager's" email address. If there is a change in contract manager, it shall be the Contractor's responsibility to notify the state Bureau of Traffic of the change via email and supply the name and email for the new contract manager. The Contractor shall have 24 hours from receipt of order to email confirmation they shall make complete delivery by the date stated on the order email or email confirmation they cannot meet the delivery date requested.
 - 12.3.5. If Contractor cannot meet the delivery date requested, the Contractor may offer a revised delivery date that they can make delivery for. If the State accepts this revised delivery date offered by the Contractor, it shall become the firm delivery date and firm delivery date policy applies.

- 12.3.6. If the Contractor confirms that they will meet the delivery date requested on the order email, the stated delivery date shall become firm and the State will schedule staffing, lodging, travel and other logistics around the confirmed delivery date.
- 12.3.7. If the Contractor fails to deliver the order by the confirmed delivery date: The State will levy a late delivery penalty on the invoice for the order delivered after the confirmed delivery date. The penalty shall be equal to \$1,000.00 US dollars. The penalty value shall be deducted from the invoiced amount due the Contractor for that order (or a credit issued in the case of Procurement Card payment).
- 12.3.8. Once it is determined that the order will not be made by the confirmation date, the Contractor shall notify the State agency personnel who placed the order via email to advise when delivery shall be made after the confirmed date. The Contractor shall also allow the State to change the delivery location of the late delivery if requested to any of the stated New Hampshire locations (A through F) at no charge to the State.
- 12.4. SHIPPING MANIFESTS:
- 12.4.1. Shipping manifests must accompany each delivery and must exhibit the batch number of the material delivered and Purchase Order Number. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.
- 12.5. The delivery schedule is critical to the State of New Hampshire. The spheres shall be delivered per the delivery schedule listed with this contract UNLESS OTHERWISE NOTIFIED IN WRITING BY THE NH DOT – BUREAU OF TRAFFIC
- 12.6. STATE DELIVERY / BILLING CONTACTS: Eric Healey 603-419-0398; Contingency contact: Matt Badger 603-271-6304
- 12.7. 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.

Location A	NHDOT - Bureau of Traffic 18 Smokey Bear Blvd, Concord, NH 03302
Location B	NHDOT - Littleton Patrol Shed (Traffic) 201 Dells Road, Littleton, NH 03561
Location C	NHDOT - Gorham Patrol Shed (Traffic) 1 Morin Drive, Gorham, NH 03581
Location D	NHDOT - Columbia Patrol Shed (Traffic) - 8 Grant Road, Columbia, NH 03576
Location E	NHDOT - Swanzey Patrol Shed (Traffic) 19 Base Hill Road, Swanzey, NH 03446
Location F	NHDOT - Glen Patrol Shed (Traffic) 88 Route 302, Bartlett, NH 03838

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

13. ADDITIONAL REQUIREMENTS:

- 13.1. 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).
- 13.2. 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.
- 13.3. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 13.4. 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.
- 13.5. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

14. WARRANTY REQUIREMENTS:

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

15. ACCOUNT REPRESENTATIVE:

15.1. 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:

15.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

15.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

15.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.

15.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

16. ESTABLISHMENT OF ACCOUNTS:

16.1. 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 Contractor 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 Contractor, as if an account already exists for the agency.

17. USAGE REPORTING:

17.1. The Contractor 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 Rhonda Girard at The Bureau of Procurement & Support Services and sent electronic to Rhonda.Y.Girard@DAS.NH.Gov. At a minimum, the Report shall include:

17.1.1. Contract Number

17.1.2. Utilizing Agency and Eligible Participant

17.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

17.1.4. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

17.1.4.1. Percentage of recycled materials contained within finished products

17.1.4.2. Percentage of waste recycled throughout the manufacturing process

17.1.4.3. Types and volume of packaging used for transport

17.1.4.4. Any associated material avoided and/or recycled as applicable under contract

17.1.4.5. A standardized reporting form will be provided after contract award

17.1.4.6. Green Certifications for each product sold

17.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

17.1.6. In Excel format

18. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 18.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
 - 18.1.1. Energy or water efficient
 - 18.1.2. Reusable
 - 18.1.3. Recyclable
 - 18.1.4. Contains postconsumer recycled materials
 - 18.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 18.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 18.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.
- 18.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 18.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

19. NON-EXCLUSIVE CONTRACT:

- 19.1. This is 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.

20. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 20.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3095-26, as described herein, and under the terms of this Contract.
- 20.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 20.3. 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.
- 20.4. 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 20.5. 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.
- 20.6. 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.

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

- 21.1. 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.

22. CONFIDENTIALITY & CRIMINAL RECORD:

22.1. If Applicable, any employee or approved subcontractor of the Contractor 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.

23. AUDITS AND ACCOUNTING:

23.1. The Contractor 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 contract.

23.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor 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.

24. TERMINATION:

24.1. 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 Contractor.

EXHIBIT C - METHOD OF PAYMENT

25. CONTRACT PRICE:

25.1. The Contractor hereby agrees to provide Glass Spheres in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$4,800,000.00; 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.

26. PRICING STRUCTURE:

Container Type	Unit of Measure	Unit Price/LB
Bag (50lb)	Pounds	\$0.56
Box (2000lbs)	pounds	\$0.56

27. PRICE ADJUSTMENTS:

27.1. On the anniversary date of this contract the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade and shall not be in excess of 3% capped. 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 sixty (60) 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 price adjustment terms, it is hereby understood that the contract will be terminated and sent out to bid.

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

27.3. Updated Published Price List MUST be e-mailed to Rhonda.Y.Girard@DAS.NH.Gov.

28. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

28.1. During the term of contract, the State may purchase other items from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

29. INVOICE:

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

29.2. The Contractor shall track manufacturer discounts and/or rebates offered and provide a credit on the State's next invoice. The Contractor shall submit reports quarterly to Rhonda Girard at Rhonda.Y.Girard@DAS.NH.Gov at the Bureau of Purchase and Property detailing manufacturer discounts and/or rebates paid out to the State.

29.3. The Contractor shall provide prompt payment discounts offered for invoice payments prior to the State's standard 30-day due date for payments. Orders \$10,000.00 and above will receive a 0.50% discount off invoice.

Payment Time	Discount %
30 Days	Standard Payment Terms
Within 20 Days	0.25%
Within 10 Days	0.50%

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

30. PAYMENT:

30.1. 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 Contractor.

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

Contractor Initials

Date 3/6/2026



Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
tncab.tnsos.gov/portal/

Tre Hargett
Secretary of State

ROSEANN MEREDITH
270 RUTHERFORD LANE
COLUMBIA, TN 38401, USA

03/05/2026

Request Type: Certificate of Existence/Authorization

Issuance Date: 03/05/2026

Request #: C2026022988

Document Receipt

Order Number: C2026022988

Verification #: A202D65B

Receipt #: 2026-254686

Filing Fee: \$20.00

Payment: Credit Card - 3916755875

\$20.00

Entity Name:	SWARCO INDUSTRIES, LLC	Initial Filing Date:	04/29/2016
SOS Control #:	000846371	Formation Locale:	CALIFORNIA
Entity Type:	Foreign Limited Liability Company (LLC)	Duration Term:	Perpetual
Status:	Active	Annual Report Due:	04/01/2027
Fiscal Year Close:	December		
Business County:	MAURY		
Managed By:	Member Managed		
Obligated Member Entity:	No		

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

SWARCO INDUSTRIES, LLC

- * is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Secretary of State

Verification #: A202D65B



The Better Way. Every Day.

Corporate Resolution

March 6, 2026

The undersigned being a Corporate Officer of Swarco Industries LLC, does hereby consent and approve of the following actions as follows:

RESOLVED, that Swarco Industries LLC (The Company) enter into a supply agreement / contract with the State of New Hampshire on such terms and conditions as Frances Stockbridge, Vice-president of Swarco Industries LLC, deems appropriate and necessary.

FURTHER RESOLVED, that Frances Stockbridge, Vice-president of Swarco Industries LLC, is authorized to execute such agreements on the Company's behalf.

Dated this 6th day of March 2026

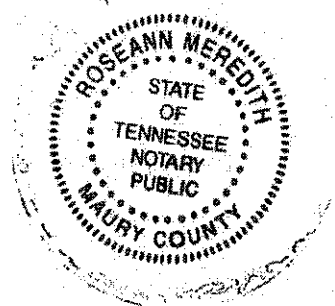
Dana Alexander

Dana Alexander, Corporate Secretary
Swarco Industries LLC

Sworn to before me this 6th day of March 2026

Roseann Meredith

Notary Public
My Commission Expires: 02/27/2028



Swarco Industries LLC, Corporate Officers:

Frances Stockbridge, Vice-president, PO Box 89, Columbia, TN 38402/ *FS*
Dana Alexander, Corporate Secretary. PO Box 89, Columbia, TN 38402/ *DA*



SWARAME-01

BLASTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

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 License # 1298 Hub International Mid-South 3011 Armory Drive Suite 250 Nashville, TN 37204	CONTACT NAME: Misty Nevils PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: misty.nevils@hubinternational.com														
INSURED Swarco Industries LLC PO Box 89 270 Rutherford Lane Columbia, TN 38401	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : Travelers Commercial Casualty Company</td> <td style="text-align: center;">40282</td> </tr> <tr> <td>INSURER D : National Union Fire Insurance Company of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Travelers Commercial Casualty Company	40282	INSURER D : National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **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:			9951-06-43	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA2L173102	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX8S472260	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0J471469	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/Privacy/Networ			06-078-91-00	1/1/2026	1/1/2027	Occurrence/Aggregate \$ 2,347,800

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

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services Dept.
 Division of Procurement & Support Services
 25 Capitol Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE