

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 24, 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 contract with Eastern Metal of Elmira, Inc (VC#164734), Elmira, NY in an amount up to and not to exceed \$343,869.61 for Traffic Control Devices with the option to extend for up to an additional two years, effective upon 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

The purpose of this requested contract is to provide agencies, most notably the Department of Transportation (DoT), with access to the reflective markers and ancillary equipment necessary to create safe and visible traffic control measures on New Hampshire's highways and roadways. The absence of this contract would leave the department open to uncontrolled market pricing at the time of purchase. Establishing a term contract also allows for immediate availability and access to necessary products to replace markers in the event of damage through traffic accident, natural degrading, planned roadwork, or other impact to existing infrastructure.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 3110-26 on March 9, 2026, with responses due on April 2, 2026. There were 6 compliant responses received. Upon approval Contracts shall be awarded based on lowest cost for each RFB section resulting in 3 awarded vendors including Eastern Metal of Elmira Inc., New England Barricade, Sign & Safety, LLC, and Zonero LLC. Eastern Metal of Elmira Inc. will be awarded sections 1, 2, 3 and 4.

The forecasted spend is calculated from actual expenditures gathered from internal spend tracking reports for the last three years and includes an annual allowance of 15% for items purchased under the contractor's balance of product line.

Contract financials	
Estimated annual spend	\$59,803.41
Estimated 5-year term spend	\$299,017.05
Add allowance for balance of product line (15%)	\$44,852.56
Price limitation	\$343,869.61

Based on the foregoing, I am respectfully recommending approval of the contract with Eastern Metal of Elmira, Inc.

Respectfully submitted,



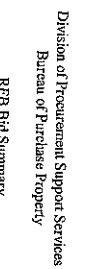
Charles M. Arlinghaus
Commissioner

Qty.	UOM	Product Description	Eberl Iron Works Inc		Orion Safety Products		Tune		Zone/DLC		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Section 1: Warning Flags												
20	EA	24" WITH DOWEL										
500	EA	Temporary Overlay Marker - Yellow, Two-Sided, 500 Pieces/Box									\$4.13	\$82.60
501	EA	Temporary Overlay Marker - White, Two-Sided, 500 Pieces/Box									\$0.67	\$335.00
											\$0.71	\$355.71
Total				No Bid		No Bid		Non Complaint		No Bid		\$773.31
Section 2: Barricades												
10	EA	6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included									\$29.50	\$295.00
12	EA	TYPE I OR TYPE II A-FRAME BARRICADE LEG									\$30.59	\$367.08
12	EA	10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides									\$58.16	\$697.92
4	EA	GALVANIZED STEEL TYPE III BARRICADE FRAME (INCLUDING BREAKAWAY HARDWARE)									\$145.64	\$582.56
Total				No Bid		No Bid		Non Complaint		No Bid		\$1,942.56
Section 3: Roll-Up Signs												
159	EA	Roll-up sign 36"x36" retro reflective orange standard legend with storage case with unclamp for post attachment									\$59.83	\$9,512.97
277	EA	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY									\$104.11	\$28,838.47
40	EA	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITHOUT STORAGE CASE, WITH 1 OVERLAY									\$83.37	\$3,334.80
14	EA	48" Superbrite Fluorescent Pink Roll Up									\$85.29	\$1,194.06
3	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 48"									\$50.00	\$150.00
1	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 36"									\$30.00	\$30.00
1	EA	Sign Repair Kits										\$0.00
Total				No Bid		No Bid		Non Complaint		No Bid		\$43,060.30



Bid Description	Traffic Control Devices		
RFB#	3110-26		
Agent Name	Matthew Russell		
Indicates ☐	Agency	Multiple	
	Requisition	N/A	
	Bid Closing	4/2/2016 10:00AM	

QTY	UOM	Product Description	Dielectric Safety Products		Eastern Metal of Elmira Inc		Eberl Iron Works Inc	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Section 1: Warning Flags								
20	EA	24" With Dowel						
500	EA	Temporary Overlay Marker - Yellow, Two-Sided, 500 Pieces/Box	\$6.05	\$121.00	\$5.04	\$100.80		\$0.00
501	EA	Temporary Overlay Marker - White, Two-Sided, 500 Pieces/Box		\$0.00	\$0.68	\$340.00		\$0.00
				\$0.00	\$0.72	\$360.72		\$0.00
		Total		\$121.00		\$801.52		\$0.00
Section 2: Barricades								
10	EA	6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included						
12	EA	TYPE I OR TYPE II A-FRAME BARRICADE LEG	\$14.21	\$142.10	\$47.94	\$479.40		\$0.00
12	EA	10' x 2' x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides		\$0.00	\$30.29	\$363.48		\$0.00
4	EA	GALVANIZED STEEL TYPE III BARRICADE FRAME (INCLUDING BREAKAWAY HARDWARE)		\$0.00	\$44.59	\$535.08		\$0.00
				\$0.00	\$124.09	\$96.36		\$0.00
		Total		\$142.10		\$1,874.32		\$0.00
Section 3: Roll-Up Signs								
159	EA	Roll-up sign 36"x36" retro reflective orange standard legend with storage case with unilamp for post attachment	\$61.47	\$9,773.73	\$64.50	\$10,255.50		\$0.00
277	EA	ROLL-UP SIGN 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY	\$116.12	\$32,165.24	\$98.64	\$27,323.28		\$0.00
40	EA	ROLL-UP SIGN 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITHOUT STORAGE CASE, WITH 1 OVERLAY	\$104.92	\$4,196.80	\$83.32	\$3,332.80		\$0.00
14	EA	48" Superbrite Fluorescent Pink Roll Up	\$92.30	\$1,292.20	\$85.24	\$1,193.36		\$0.00
3	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 48"	\$1.00	\$3.00	\$100.00	\$300.00		\$0.00
1	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 36"	\$1.00	\$1.00	\$50.00	\$50.00		\$0.00
1	EA	Sign Repair Kits	\$3.00	\$3.00	\$7.00	\$7.00		\$0.00
		Total		\$47,434.97		\$42,461.94		\$0.00
Section 4: Stands								
12	EA	SIGN STAND, MID-SIZE, 4-LANE, INTERSTATE, GALVANIZED STEEL, CONSTRUCTION, PULL-PIN LEG RELEASE	\$193.35	\$2,320.20	\$118.00	\$1,416.00		\$0.00
27	EA	SIGN STAND, COMPACT, GALVANIZED STEEL, PULL-PIN LEG RELEASE	\$92.20	\$2,489.40	\$104.32	\$2,816.64		\$0.00
62	EA	SIGN STAND, COMPACT, ALUMINUM, WITH DIRECT DRIVE LEG RELEASE	\$107.61	\$6,671.82	\$108.32	\$6,715.84		\$0.00
15	EA	MASH approved galvanized easel stands for 48" signs	\$49.62	\$744.30	\$25.15	\$377.25		\$0.00
15	EA	kick-lever leg-release style sign stands	\$79.23	\$1,188.45	\$107.78	\$1,616.70		\$0.00
15	EA	902-LKLSH Apex Flex compact sign	\$92.20	\$1,383.00	\$114.88	\$1,723.20		\$0.00
		Total		\$14,797.17		\$14,665.63		\$0.00
Section 5: Delineators								
900	EA	(#SF2752 Shur-Tile Guardrail 33" Flat Mount Delineator(White HD Post)						
200	EA	96" Snow Pole Delineator 48" Brown bottom, 48" Orange top, 2" x 24"		\$0.00	\$17.31	\$15,579.00		\$0.00
				\$0.00	\$66.32	\$13,264.00		\$0.00
1	EA	33" Guardrail Flat Mount - White and Yellow		\$0.00	\$20.75	\$20.75		\$0.00
		Total		\$0.00		\$28,863.75		\$0.00



RFPS Bid Summary

[illegible]

Statewide Contract or Amendment		Recommendation Summary	
Term of Contract		Contract	
Price Limitation		5 years	
Number of Compliant Solicitations Received		Multi-awarded	
Number of Sourced bidders		6	
Number of NIGP Vendors Sourced		43	
Number of non-responsive bidders		304	
P-37 Checklist Complete		341	
D&B Report On file		Yes	
Confirmed Vendor is not debarred or suspended (Sam.gov)		Yes	
Method of Payment (P-card/ACH)			
FOB Delivered			
Expiring Contract Price Limitation		Yes	
Total Cost Savings/Increase (\$/%)			
Special Notes: Multi-awarded. Sections 7 and 8 were cancelled.			



Division of Procurement Support Services
Bureau of Purchase Property
RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Qty.	UOM	Product Description	Orion Safety Products		New England Barricade		Uline		Zonetro LLC		Expilting Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost		
Section 1: Warning Flags												
20	EA	24" WITH DOWEL		\$0.00	\$6.25	\$125.00		\$0.00		\$0.00	\$4.13	\$82.60
500	EA	Temporary Overlay Marker - Yellow, Two-Sided, 500		\$0.00	\$0.70	\$350.00		\$0.00		\$0.00	\$0.67	\$335.00
501	EA	Temporary Overlay Marker - White, Two-Sided, 500		\$0.00	\$0.70	\$350.70		\$0.00		\$0.00	\$0.71	\$355.71
		Total		\$0.00		\$825.70		\$0.00		\$0.00		\$773.31
Section 2: Barricades												
10	EA	6-Volt Barricade Light w/PhotoCell, Off/Flash, Battery		\$0.00		\$0.00		\$0.00		\$0.00	\$29.50	\$295.00
12	EA	TYPE I OR TYPE II A-FRAME BARRICADE LEG		\$0.00		\$0.00		\$0.00		\$0.00	\$30.59	\$367.08
12	EA	10' x 2" x 8" Plastic Barricade Rail Sheeted High Intei		\$0.00		\$0.00		\$0.00		\$0.00	\$58.16	\$697.92
4	EA	GALVANIZED STEEL TYPE III BARRICADE FRA		\$0.00		\$0.00		\$0.00		\$0.00	\$145.64	\$582.56
		Total		\$0.00		\$0.00		\$0.00		\$0.00		\$1,942.56
Section 3: Roll-Up Signs												
159	EA	Roll-up sign 36"x36" retro reflective orange standard 1		\$0.00		\$0.00		\$0.00		\$0.00	\$59.83	\$9,512.97
277	EA	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE		\$0.00		\$0.00		\$0.00		\$0.00	\$104.11	\$28,838.47
40	EA	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE		\$0.00		\$0.00		\$0.00		\$0.00	\$83.37	\$3,334.80
14	EA	48" Superbrite Fluorescent Pink Roll Up		\$0.00		\$0.00		\$0.00		\$0.00	\$85.29	\$1,194.06
3	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHA		\$0.00		\$0.00		\$0.00		\$0.00	\$50.00	\$150.00
1	EA	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHA		\$0.00		\$0.00		\$0.00		\$0.00	\$30.00	\$30.00
1	EA	Sign Repair Kits		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		Total		\$0.00		\$0.00		\$0.00		\$0.00		\$43,060.30
Section 4: Stands												
12	EA	SIGN STAND: MID-SIZE, 4-LANE, INTERSTATE		\$0.00		\$0.00		\$0.00		\$0.00	\$153.59	\$1,843.08
27	EA	SIGN STAND: COMPACT GALVANIZED STEEL		\$0.00		\$0.00		\$0.00		\$0.00	\$106.32	\$2,870.64
62	EA	SIGN STAND: COMPACT ALUMINUM, WITH D		\$0.00		\$0.00		\$0.00		\$0.00	\$109.68	\$6,800.16
15	EA	MASH approved galvanized easel stands for 48" signs		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
15	EA	kick-lever leg-release style sign stands		\$0.00		\$0.00		\$0.00		\$0.00	\$115.40	\$1,731.00
15	EA	902-LKISH Apex Flex compact sign		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		Total		\$0.00		\$0.00		\$0.00		\$0.00		\$13,244.88
Section 5: Delineators												
900	EA	#SF2752 Shur-Tile Guardrail 33" Flat Mount De		\$0.00	\$16.05	\$14,445.00		\$0.00		\$0.00	\$16.86	\$15,174.00
200	EA	96" Snow Pole Delineator 48" Brown bottom, 48"		\$0.00	\$62.67	\$12,534.00		\$0.00		\$0.00	\$63.72	\$12,743.90
1	EA	33" Guardrail Flat Mount - White and Yellow		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		Total		\$0.00		\$26,979.00		\$0.00		\$0.00		\$27,917.90

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 #8003831**

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 Eastern Metal of Elmira, Inc		1.4 Contractor Address 1430 Sullivan Street Elmira, NY 14901	
1.5 Contractor Phone Number 607-734-2295	1.6 Account Unit and Class Various	1.7 Completion Date 1/31/2031	1.8 Price Limitation \$343,869.61
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-7410	
1.11 Contractor Signature <i>Shaun Peden</i> Date: 5.11.26		1.12 Name and Title of Contractor Signatory Shaun Peden - Bid Coordinator	
1.13 State Agency Signature <i>[Signature]</i> Date: <i>7.6.26</i>		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: 7/9/26			
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.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Eastern Metal of Elmira, Inc. (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 Control Devices in accordance with the bid submission in response to State Request for Bid 3110-26 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," (2.1.4.) EXHIBIT C "Method of Payment," and (2.1.5.)

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 upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 3.3. 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.

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. 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.
- 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. SIGNS:
- 5.7.1. All signs available under this RFB shall conform to requirements of the Manual of Uniform Traffic Control Devices (MUTCD). All signs shall be crash-tested and NCHRP-350 accepted with sign stands as specified
- 5.7.2. Roll-up signs:
- 5.7.3. Performance: Roll-up signs provided under this RFB shall provide both retro reflectivity and a high degree of legibility for the motorist, and contribute to the safety of highway workers. The sign, when installed on existing sign stands, shall retain full visibility to the approaching motorist by remaining perpendicular and maintaining a flat viewing surface, in varying wind and traffic conditions. Sign and sign material shall be durable, highly reflective, and fluorescent and offer maximum visibility in all day/night light situations.
- 5.7.4. Sign panels shall be diamond or rectangular in shape.
- 5.8. MATERIAL:
- 5.8.1. All roll-up signs shall be manufactured from a base material suitable for intended use, and have a reflective sign face material of retroreflective Reflexite Super Bright fluorescent orange sheeting material, ASTM type VI, or better. White material shall be reflective prismatic vinyl, Reflexite Classic/Superbright or equal. Non-reflective materials shall not be accepted. Mesh signs shall not be considered. Sign pockets for securing battens shall be two (2) each constructed of lexan/polycarbonate material permanently riveted to sign face. No stitched pockets shall be considered.
- 5.9. HIGH PERFORMANCE BATTENS:
- 5.9.1. 48" diamond signs shall have a minimum 3/8" thick x 1-1/4" wide x (length required) vertical fiberglass battens and High Performance (HP) 5/16" thick X 1-1/4" wide x (length required) horizontal fiberglass batten. 36" (or larger) X (any dimension) rectangular signs shall have a 5/16" thick x 1-1/4" wide x (length required) fixed fiberglass batten and 5/16" thick X 1-1/4" wide x (length required) rotating HP fiberglass batten. 36" diamond signs shall have a 1/4" thick x 1-1/4" wide x (length required) vertical fiberglass batten and 1/4" thick X 1-1/4" wide x (length required) horizontal HP fiberglass batten. All signs shall be permanently roll-riveted to vertical or fixed batten with 1/8" rolled steel or aluminum rivet (minimum) and .060 clear lexan washers on sign front to inhibit "pull-through". Two (2) permanently affixed heavy duty Velcro "D-ring" tie assemblies shall be affixed to the sign and vertical batten to securely attach sign to large stand mast. Braces shall be connected with a (minimum) 1/4" diameter rolled steel rivet supplemented with a washer on the two outside faces of the braces and a washer separating the two braces.
- 5.9.2. Horizontal batten shall smoothly pivot from center. Horizontal Cross Brace/Corner Pocket assembly shall be designed to accommodate the insertion of the horizontal cross brace without flexing. Pockets shall be Lexan/Poly-Carbonate based, or equal, securely attached to sign by means of (minimum) 4-3/16" diameter rolled steel rivets and a clear Lexan template on sign surface. All stationary and movable part (s) subject to wear shall be reliable over time, with any critical movable part to be easily field replaceable.
- 5.10. STANDARD LEGENDS:
- 5.10.1. Letters, numerals, symbols and borders shall conform to the Federal Highway Administration "Standard Highway Signs" document frequently used standard legends. All sign copy/legends shall be permanent for use on the material, and shall be screen-printed in permanent black ink. Legend shall also be printed on outside border at sign bottom so that sign legend is identifiable without unrolling the sign. Storage case: each panel shall be shipped rolled in its own (minimum) 18 ounce heavy-duty reinforced vinyl

protective case with Velcro (hook and loop) closure and carrying handle at mid-point on case. Case shall be stenciled legibly to indicate the copy on the enclosed sign. Signs shall include all cross-braces.

5.11. OVERLAYS:

- 5.11.1. All overlays shall be of the same material as master sign blank and shall attach securely with two Velcro "loop" strips permanently sewn to entire overlay length (top and bottom). Velcro strips shall also be securely and completely sewn on corresponding sign location to match up with overlay. Signs shall be delivered with all overlays as ordered and shall have Velcro "hook" strip of same length (as "loop" on overlay) permanently stitched to sign master blank so as to align properly with top and bottom of overlay. Overlays shall completely cover sign text it is intended to replace.

5.12. OPERATION:

- 5.12.1. All roll-up signs offered shall be furnished completely assembled and ready for intended use. Signs shall have the ability to be quickly and easily put into service by the average worker in varying wind and traffic conditions. This shall include unrolling, securely inserting battens in positive locking corner pocket assembly that maintains integrity with fiberglass supports and shall not work loose over time. All moveable parts or pieces shall be easily field replaceable or repairable. Signs shall have the ability to be easily rolled up for insertion in storage case when not in use.

5.13. Imprinting on sign back -Requirement for New Hampshire

- 5.13.1. Each sign shall have owner & date printed on the back side.

5.13.2. Example: "NH DOT District _____ "date _____ / _____"

5.14. Requests may be made for custom signage from departments other than DOT and may require more characters.

- 5.14.1. Option for Incident Management: Signs as above, except sign facing shall be Superbright fluorescent pink (equal to or better than Reflexite) and with approved list of legends for Incident Management (MUTCD 2003, 61).

- 5.14.2. **Note:** "End road work" signs shall be rectangular in shape, and stand shall accommodate this sign. Setup charge(s) for non-standard special legend shall be quoted in bid. No charge for custom legends shall be allowed except as quoted in response to this RFB.

5.15. SIGN COVERS:

- 5.15.1. For standard diamond 36" or 48" rigid signs, or corresponding 36" X 48" and 48" X 60" Speed Limit rectangles. "Sign-velope" design shall consist of black 18 ounce vinyl to completely cover and protect sign. Positive attachment to sign using two 1/4-turn buckle closure system shall be used to both protect sheeting and allow sign to breath, preventing potential de- lamination.

5.16. PORTABLE WIND DEFLECTING SIGN STANDS:

- 5.16.1. **Note:** All Contractors shall note the manufacturer of roll-up signs and stands quoted, and letter shall include testing of one item with the other, in the name of the manufacturer used for items quoted. Sign stands shall have been Crash Tested to meet the criteria of NCHRP-350 and be suitable for high-speed interstate applications. Sign stands shall be portable and foldable, of a wind deflecting type and shall be capable of displaying 48" and 36" (diamond or rectangular) (regular duty and high performance) vinyl roll-up work zone signs without overturning or rotating in open two to four lane roads with traffic speeds in excess of 65 MPH and high speed interstate applications, and without the need for exterior leg ballasts during most operations. Wind deflecting sign stands shall be designed to work effectively for minimum of 3-5 years, with corrosion and fatigue resistant spring systems that always start at, and return to, a fully vertical position, over the normal life expectancy. All stands shall have four (4) adjustable legs with durable non-skid end caps of soft durometer, through-riveted to leg end.

- 5.16.2. **Note:** Portable signs placed behind guardrail shall be capable of being raised high enough to display the entire sign above the guardrail.

- 5.16.3. **Note:** Stands shall be able to accommodate sign that is rectangular in shape ("End road work")

5.17. MID-SIZE 4-LANE STAND FOR RIGID AND ROLL-UP SIGNS:

- 5.17.1. Interstate stands shall be constructed of galvanized steel. Weight of stand shall be a minimum of thirty-six (36) pounds and less than forty (40) pounds including two each rigid and one each roll-up brackets. Approximate open dimensions are 38" wide x 83" deep x 87" high. Minimum 1" tubular galvanized steel legs and mast shall attach to base, to be a minimum of 3/16" plate steel with baked enamel finish or powder painted flat black. Legs shall be 2-setting with independent movement, "locking" into open or folded positions. A minimum of two (2) "open" positions shall allow for adjustments to compensate for uneven terrain. Stand base shall include a wind deflecting spring mechanism using two heavy duty vertical springs, and shall include an anti-rotational feature to prevent the attached sign from spinning; spring deflecting system shall only flex forward and back. The latch assembly to receive the sign shall provide a positive guide and down stop position, and provide a secure attachment feature for the sign. Stand shall display rigid or roll-up signs at minimum 12" to 4 feet above grade. Stand shall be equipped with three flag holder brackets permanently secured to mast top. Leg release shall be kick-release latch or pull-pin.
- 5.17.2. Each stand shall be stamped or otherwise permanently labeled with the model number. Component replacement parts shall be available for purchase and shall be field replaceable with basic hand tools. All components, including bolts and fasteners, shall be heavy-duty aluminum, galvanized or powder-coated steel, or stainless steel. All material shall be first quality and have no defects or sharp edges.
- 5.18. COMPACT SIGN STANDS:
- 5.18.1. Compact sign stands shall be galvanized steel or heavy-duty aluminum. Weight shall be between 19 and 25 pounds. Two-piece telescoping legs shall be release by kick-release latch or pull-pin. Mast flex shall be adjustable without tools, to accommodate the load dynamics of both regular duty and high performance roll-LIP signs. Spring deflecting system shall only flex forward and back. Folded stand shall be no larger than approximately 8.5" x 8.5" x 26". The footprint with legs extended shall be approximately 44" wide x 71" deep x 26" high. Sign shall affix to stand at minimum 12" with adjustment to 20" above real grade. All other specifications for sign stands shall apply.
- 5.19. STOP/SLOW PADDLES:
- 5.19.1. Lightweight semi-rigid ABS plastic mounted on a 2-piece easily disconnected rigid 6 to 8 foot staff, minimum 1" diameter wood or rigid PVC with two sturdy 1/4" plated steel bolts with lock nuts or rivets. Sign faces shall be retroreflective sheeting ASTM type VII, VIII or IX, with the SLOW side fluorescent orange and the STOP side red. Paddle signs shall be available in both 24" octagonal shape with 8" letters, and 18" octagonal with minimum 6" letters. Letters and border shall be retro reflectorized. The background for the STOP face shall be red with white letters and border. The background for the SLOW face shall be orange with black letters and border. Sign paddles shall conform to MUTCD Standard 6E.03.
- 5.20. PADDLE SIGN COVER:
- 5.20.1. Pouch or envelope, minimum 18 oz. orange vinyl with two (2) Velcro closures. Shall be available in two sizes for 18" and 24" paddles.
- 5.21. WARNING FLAGS:
- 5.21.1. 24" X 24" square, bright fluorescent red-orange, nylon reinforced solid vinyl fabric. Securely fastened to a 36" or 24" length 3/4" diameter wood or polyethylene dowel. The free edge of the flag shall be weighted so the flag shall hang vertically, even in heavy winds. MUTCD Standard 6E.03 18" X 18" square, red-orange, vinyl fabric. Securely fastened to a 24" or 36" length 3/4" diameter dowel.
- 5.22. DELINEATOR REFLECTORS:
- 5.22.1. Center mount reflectors shall be 4" 0.063" aluminum or polycarbonate diamond shaped backing with slightly rounded corners, drilled in center and 1" below center for mounting. High intensity reflective sheeting face, available in: silver ASTM type 111; yellow and red ASTM type VIII or IX; blue or green ASTM type 111.
- 5.23. TEMPORARY OVERLAY MARKERS (TOMS):

- 5.23.1. Reboundable pavement markers, 2" high X 4" wide X 1.125" base, with factory-applied adhesive pad shall be 060" thick reflective polyurethane. Markers shall be available as one-sided or two-sided, and in yellow or white.
- 5.24. PLASTIC BARRICADES:
- 5.24.1. All barricades available under this contract shall conform to requirements of the Manual of Uniform Traffic Control Devices (MUTCD). All barricades shall be crash-tested and NCHRP-350 accepted
- 5.24.2. Type I and Type II barricades shall use plastic A-frame legs that are interchangeable between the two types and shall accept interchangeable plastic rails of various lengths. Rails shall be 8" in height and available in 4', 6' and 8' lengths for 1" thick rails and 10' and 12' lengths for 2" thick rails.
- 5.24.3. Type III barricades shall use a galvanized steel frame with breakaway hardware and shall also accept the standard rails used for Type I and Type II barricades.
- 5.25. LED BARRICADE LIGHT:
- 5.25.1. Portable and mountable, 7" minimum, bright lens intensity, 6-volt or D-cell, solid-state circuitry, with minimum 2500-hour battery life. Photocell for automatic on/off during day/night operations. Dual function steady-burn or flashing yellow light. Solid yellow case. Battery included.
- 5.26. 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.
- 5.27. Unless otherwise specified herein, all 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. No premium charges shall be paid for any off-hour work.
- 5.28. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5.29. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.30. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.31. 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.
- 5.32. 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.
- 5.33. Ordering System: 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:
- 5.33.1. Web-based, Inventory control capabilities
- 5.33.2. ability to interface with different point of sales systems
- 5.33.3. ability to use on multiple devices to include but not limited to tablets, iPhones
- 5.33.4. ability to include reference numbers
- 5.33.5. ability to provide a variety of reports including dashboard reporting

- 5.33.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.
- 5.34. Product information must be clearly identified on packaging.
- 5.35. 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.
- 5.36. Recalls: 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.
- 5.37. 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.
- 5.38. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.39. 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.
- 5.40. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
- 5.41. The Contractor shall be responsible for palletizing all products at the delivery site if a shipment is not on pallets or properly palletized at the time of delivery (i.e., if a pallet is tipped over during shipment).
- 5.42. The Contractor shall pick up all empty pallets on the next scheduled delivery day.
- 6. BACKORDERS AND SUBSTITUTIONS:**
- 6.1. 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.
- 6.2. 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.
- 6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
- 7. RETURNED GOODS:**
- 7.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.
- 7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. 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.
- 8. PERFORMANCE GUARANTEES:**
- 8.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on June 1st (period of February 1 through April 30), September 1st (period of May 1 through July 31),

December 1st (period of August 1 through October 31), and March 1st (period of November 1 through January 31) of each year.

- 8.2. 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.

8.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.

8.2.2. Fill Rate: Ninety percent (90%) including substitutes.

8.2.3. Error reporting (miss picks, invoice accuracy):

8.2.3.1. Miss Picks: Two (2) per one thousand (1,000) cases.

9. DELIVERY LOCATIONS:

- 9.1. 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 mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.

9.1.1. Anywhere in the State of New Hampshire

10. DELIVERY:

- 10.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (20) business days from the placement of the order.
- 10.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

11. ADDITIONAL REQUIREMENTS:

11.1. Emergency Plan: The Contractor shall have an emergency backup plan in place for any reason including but not limited to the event of a power outages, work stoppages, computer failures, shortages, or any other emergency. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines as amended. Additional information is available in the following website address, as may be modified from time to time: <http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=42956> and <http://www.fema.gov/>.

11.2. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.

12. ACCOUNT REPRESENTATIVE:

12.1. 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:

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

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

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

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

13. USAGE REPORTING:

13.1. 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, Matthew Russell and sent electronic to Matthew.J.Russell@DAS.NH.Gov. At a minimum, the Report shall include:

13.1.1. Contract Number

13.1.2. Utilizing Agency and Eligible Participant

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

13.1.4. 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:

13.1.4.1. Percentage of recycled materials contained within finished products

13.1.4.2. Percentage of waste recycled throughout the manufacturing process

13.1.4.3. Types and volume of packaging used for transport

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

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

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

13.1.6. Preferred in Excel format.

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3110-26, as described herein, and under the terms of this Contract.

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

14.3. 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.

14.4. 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).

14.5. 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.

14.6. 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.

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

15.1. 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.

16. CONFIDENTIALITY & CRIMINAL RECORD:

16.1. 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.

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide Traffic Control Devices in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$343,869.61; 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.

18. PRICING STRUCTURE:

	Unit Cost
Section 1: Warning Flags	
24" with Dowel	\$5.04
Temporary Overlay Marker - Yellow, Two-Sided, 500 Pieces/Box	\$0.68
Temporary Overlay Marker - White, Two-Sided, 500 Pieces/Box	\$0.72
Section 2: Barricades	
6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included	\$47.94
TYPE I OR TYPE II A-FRAME BARRICADE LEG	\$30.29
10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	\$44.59
Galvanized Steel Type III Barricade Frame (Including Breakaway Hardware)	\$124.09
Section 3: Roll-Up Signs	
Roll-up sign 36"x36" retro reflective orange standard legend with storage case with uniclamp for post attachment	\$61.47
Roll-Up Sign: 48" by 48", Retroflective, Orange, Standard Legend with Storage Case, with 1 Overlay	\$116.12
Roll-Up Sign: 48" By 48", Retroreflective, Orange, Standard Legend Without Storage Case, With 1 Overlay	\$104.92
48" Superbrite Fluorescent Pink Roll Up	\$92.30
Custom Legends for Signs One-Time Charge Added to Sign Cost for Custom Legend 48"	\$1.00
Custom Legends for Signs One-Time Charge Added to Sign Cost for Custom Legend 36"	\$1.00
Sign Repair Kits	\$3.00
Section 4: Stands	
Sign Stand: Mid-Size, 4-Lane, Interstate. Galvanized Steel Construction. Pull-Pin Leg Release	\$193.35
Sign Stand: Compact, Galvanized Steel, Pull-Pin Leg Release	\$92.20
Sign Stand: Compact, Aluminum, With Direct Drive Leg Release	\$107.61
MASH Approved Galvanized Easel Stands For 48" Signs	\$49.62
Kick-Lever Leg-Release Style Sign Stands	\$79.23
902-LKLSH Apex Flex Compact Sign	\$92.20

19. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

19.1. 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".

20. INVOICE:

- 20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:
- 20.1.1. State of NH purchase order (PO) number if applicable
 - 20.1.2. State of NH contract number
 - 20.1.3. State of NH ordering agency information
 - 20.1.3.1. Name and contact information of ordering individual
 - 20.1.3.2. Name of ordering state agency / department
 - 20.1.3.3. Address of ordering state agency / department
 - 20.1.3.4. Name and contact information of ordering state agency accounts payable-office
 - 20.1.4. Date of purchase
 - 20.1.5. Date of delivery
 - 20.1.6. Contractor order number
 - 20.1.7. Contractor account representative name and contact information
 - 20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
 - 20.1.9. Items backordered and their delivery date
- 20.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

21. PAYMENT:

- 21.1. 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>.

22. PRICE ADJUSTMENTS:

- 22.1. On the anniversary date of this contract and annually thereafter, the successful Vendor(s) may request a 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, 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.
- 22.2. The annual increase for any item shall not exceed 5% and in no case shall it exceed the documented percentage of increase levied on the contractor by the manufacturer. Requests for price increases may only be based on increased manufacturing prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.
- 22.3. Updated Published Price List MUST be e-mailed to Matthew.J.Russell@DAS.NH.Gov.

23. INVOICING:

- Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.
- The Vendor shall track manufacturer discounts and/or rebates offered and provide a credit on the State's next invoice.
- The Vendor shall submit reports quarterly to Matthew Russell at Matthew.J.Russell@DAS.NH.Gov at the Bureau of Purchase and Property detailing manufacturer discounts and/or rebates paid out to the State.
- The Vendor 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%

State of New Hampshire

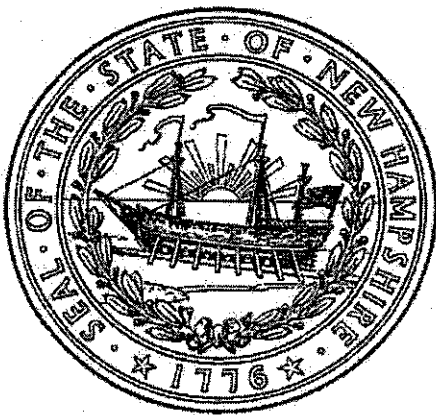
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTERN METAL OF ELMIRA, INC is a New York Profit Corporation registered to transact business in New Hampshire on October 11, 2022. 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: 913581

Certificate Number: 0007926082



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2026.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Kevin Harrison, hereby certify that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of Eastern Metal of Elmira, Inc., I hereby
certify the

(Name of Corporation)

following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly
called and held on 12/11/24, at which a quorum of the Directors/shareholders were
(Month Day, Year)
present and voting.

VOTED: That Shaun Peden - Bid Coordinator (may list more than one person) is
(Printed Name and Title)
duly authorized to enter into contracts or agreements on behalf of

Eastern Metal of Elmira, Inc. 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 affect 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 ninety (90) 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: 5/11/26

ATTEST: Kevin Harrison
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2026

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

John J Senka
4 E Washington Street
PO Box 408
Bath, NY 14810

CONTACT

NAME:

PHONE (A/C, No, Ext): 607-776-7000

FAX (A/C, No): 607-776-0611

E-MAIL ADDRESS: Smithsarah04@yahoo.com

INSURED

Eastern Metal of Elmira Inc
1430 Sullivan Street
Elmira NY 14901

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Erie Insurance Company

26263

INSURER B: Erie Insurance Property & Casualty Co

26830

INSURER C: Erie Insurance Exchange

26271

INSURER D: Erie Insurance Company of New York

16233

INSURER E: Flagship City Insurance Company

35585

INSURER F: NYSIF

050

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 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	Q39-6350081	03/13/26	03/13/27	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	Q02-5880027	02/08/26	02/08/27	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	Q27-6370033	03/13/26	03/13/27	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	E 2673 950-8	03/13/26	03/13/27	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Coverage	Y	Y	Q39-6350081	03/13/26	03/13/27	\$4,529,000

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

State of New Hampshire is an additional insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Division of Procurement and 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